CLONE.ME

## Subscription Services Agreement

This Subscription Services Agreement (the "Agreement") is entered into by and between Clone Holdings Corporation, a Delaware corporation with offices at 514 30th St, Newport Beach, CA 92663 ("Provider"), and the individual or entity identified during the account registration process ("Customer"), effective as of the date Customer completes registration and accepts this Agreement (the "Effective Date"). Provider and Customer are each a "Party" and together the "Parties."

If Customer is an individual subscriber, Customer represents that they are at least 18 years of age and have the legal capacity to enter into this Agreement. If Customer is registering using a company name, company payment method, or otherwise on behalf of a company or other legal entity the individual accepting this Agreement represents and warrants that they have the authority to bind that entity to this Agreement, in which case "Customer" refers to that entity.

This Agreement supersedes any prior trial or evaluation agreement between the Parties relating to the subject matter. By clicking "I Agree" (or completing the registration process), Customer accepts the terms of this Agreement. In consideration of the mutual promises herein, the Parties agree as follows:

### 1. Services and License

1.1 Access to Services. Provider will provide Customer with access to Provider’s Clone Studio software platform and related services (collectively, the “Services”) for the purpose of creating and managing Customer’s digital “clones” or automated agents (the “Clones”). Subject to the terms of this Agreement, Provider grants Customer a non-exclusive, non-transferable, limited license to access and use the Services during the Term, solely for Customer’s business purposes. Customer’s use of the Services may be subject to an ordering document or online account settings specifying the permitted number of Clones, usage rates, and other specifics. Provider may update or modify the Services from time to time. Provider will provide at least thirty (30) days' advance notice to Customer of any change that eliminates or materially degrades a feature that Customer is then actively using and that Provider has identified in its documentation as a core, paid feature of Customer's subscription plan; in such case, if Customer notifies Provider in writing within fifteen (15) days of such notice that the change materially and adversely affects Customer's use of the Services, Customer may terminate this Agreement by written notice and receive a pro-rata refund of any pre-paid fees for the unused portion of the Term.

1.2 Usage Management; Credits. The Services include a management interface (Clone Studio) that allows Customer to monitor and control its usage of the Services, including available credit balances, usage activity, and associated Fees. As part of Customer's subscription, Customer shall pay the monthly minimum fee set forth in the applicable Order Form, subscription plan, or other ordering document, which monthly minimum fee includes a defined monthly allotment of service credits (the "Included Credits"). Included Credits will be applied against Customer's use of the Services during the applicable monthly billing cycle in accordance with Provider's then-current usage metrics.

Any unused Included Credits from a given monthly billing cycle may roll over to the immediately following monthly billing cycle only. Any such rolled-over Included Credits that remain unused at the end of that following monthly billing cycle will expire automatically, without refund or credit. Except as expressly provided in the applicable Order Form or subscription plan, credits are non-refundable, non-transferable, and have no cash value.

If Customer exhausts its available Included Credits and any applicable rolled-over Included Credits before the end of a billing cycle, Customer may elect to: (a) suspend further use of the Services until the next billing cycle; (b) purchase additional one-time credits during the then-current billing cycle; or (c) enable automatic purchase or replenishment of additional credits in the increments specified in the applicable Order Form, subscription plan, or Clone Studio settings ("Auto-Replenishment"). If Customer does not purchase additional credits or enable Auto-Replenishment, Provider may suspend or limit further usage of the Services once Customer's available credits are exhausted until the next billing cycle begins.

Customer is responsible for monitoring its usage and credit balances and for selecting whether to enable or disable Auto-Replenishment. Customer acknowledges that usage and credit consumption will be measured by Provider's systems, which will control absent manifest error. Customer shall not attempt to circumvent any credit controls, technical limitations, or usage restrictions of the Services.

**2. Customer Responsibilities**

2.1 Account Setup and Authorized Users. Customer must provide and maintain accurate, current account information (including legal name, address, and billing contacts) for the Services. Access to the Services requires user accounts with login credentials. Customer will safeguard all account login credentials and ensure that each user account is only used by one individual. Customer will not share account passwords or API keys with multiple users, and will not resell, rent, or lease access to the Services or any account credentials to any third party. Customer is responsible for all activities that occur under its accounts, including the actions of its employees, agents, and any other persons whom Customer allows to access the Services. Customer shall promptly notify Provider of any unauthorized access to or use of its accounts or the Services.

2.2 Affiliates and End Users. Customer's Affiliates (entities that control, are controlled by, or are under common control with Customer) may use the Services under Customer's account, provided that Customer notifies Provider and remains liable for each Affiliate's compliance with this Agreement. Customer will ensure that all end users or Affiliates using the Services on its behalf are bound by obligations no less restrictive than those of Customer hereunder. If Customer wishes to allow an Affiliate to have a separate account or billing under this Agreement, the parties may execute a separate Order Form or an amendment to include such Affiliate.

2.3 Third-Party Services. The Services may enable or require use of, or integration with, third-party services or content (collectively, “Third-Party Services”), which Customer may elect to use at its option. Third-Party Services are not part of the Services provided by Provider, and Provider makes no representations or warranties regarding Third-Party Services. Customer’s use of any Third-Party Service is subject to that third party’s terms and conditions, and any contract or interaction is solely between Customer and the third-party provider. Provider shall not be responsible or liable for any Third-Party Services or content that Customer chooses to access or use, even if such are accessible through the Services.

**3. Acceptable Use and Restrictions**

Customer shall use the Services only in accordance with this Agreement and all applicable laws and regulations. Customer will not, and will ensure that its end users do not, use the Services in any manner that:

• Violates Laws or Rights: Violates any applicable law or regulation, or infringes, misappropriates, or otherwise violates any third-party rights (including intellectual property and privacy rights). This includes, without limitation, using the Services to transmit or store material that is defamatory, harassing, obscene, or otherwise unlawful.

• Sensitive Data of Minors: Involves sending Provider any personal data of children under 13 years old (or under the age of digital consent in the relevant jurisdiction) without parental consent, or otherwise allowing minors to use the Services in violation of applicable child data protection laws.

• Security Violations: Attempts to disable, interfere with, or disrupt the Services or any other party’s use of the Services, including by uploading or transmitting any viruses or malicious code, or by circumventing or attempting to circumvent any usage limits, rate limits, security mechanisms, or content filters employed by Provider. Customer will not attempt to probe, scan, or test the vulnerability of any Provider system or network.

• Reverse Engineering: Involves reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code, algorithms, or underlying ideas or architecture of any part of the Services, except to the extent such restriction is prohibited by law. Customer will not engage in model extraction attacks or use the Services to discover underlying model weights or trade secrets.

• Competitive Use: Uses any Output (as defined below) or the Services to develop, train, or improve (directly or indirectly) any artificial intelligence model, service, or system that competes with Provider's products or Services, except to the extent this restriction is expressly prohibited by applicable law.

• Unauthorized Access and Sharing: Involves selling, renting, transferring, or assigning Customer's account or any Service access credentials to another party without Provider's consent. Customer will not share API keys or authentication tokens with any unauthorized third party or use the Services for the benefit of any third party not authorized under this Agreement.

• Data Extraction: Uses any automated means (such as web scraping or data harvesting bots) to collect data from the Services, except as permitted through Provider's published APIs or interfaces. Customer will not attempt to extract or download data from the Services in a manner not authorized by Provider.

• Interference: Interferes with or disrupts the Services, servers, or networks connected to the Services, including attempting to bypass or break any encryption, security, or authentication measures of the Services. Customer also will not use the Services to flood, spam, or overload systems.

• Usage Limits: Violates any applicable usage policies or limits that Provider may establish (for example, by using the Services in a way intended to avoid incurring fees or to circumvent the credit controls, Auto-Replenishment settings, or other technical limits). Customer will comply with any published Acceptable Use Policy or similar guidelines that Provider provides in writing.

Provider reserves the right to suspend the Services immediately (in whole or in part) if Customer's use violates the above restrictions or otherwise poses an imminent threat to Provider's systems or security, or to other users. Provider will make reasonable efforts to notify Customer of any such suspension and, where feasible, give Customer an opportunity to remediate its usage prior to suspension.

**4. Customer Content and Intellectual Property**

4.1 Definitions. "Input" means any data, information, text, prompts, instructions, software, or other materials that Customer (including its end users) provides or uploads to the Services. "Output" means any data, content, or materials generated by the Services in response to or based on the Input. "Customer Content" refers collectively to Input and Output.

4.2 Ownership of Customer Content. As between Customer and Provider, Customer retains all rights, title, and interest in and to the Input it provides. Customer also owns all rights, title, and interest in and to the Output generated by the Services from its Input. Provider does not claim any ownership rights in Customer Content. To the extent any Output may be considered created jointly by Provider, or Provider has any rights in the Output, Provider hereby assigns to Customer all of Provider's right, title, and interest in and to such Output. Notwithstanding the foregoing, 'Output' does not include, and Customer acquires no rights in, the underlying Services, Provider's software, models, algorithms, templates, or other Provider technology, or any general know-how, techniques, or improvements developed or used by Provider in providing the Services to Customer or any other customer.

4.3 Provider’s Use of Customer Content. Provider will process, store, and otherwise handle Customer Content solely for the purpose of providing and improving the Services to Customer and as otherwise necessary to comply with applicable law or a valid legal order. Provider will not use Customer Content to develop or improve Provider’s underlying products or services (such as training machine learning models) without Customer’s explicit consent; provided that Provider may collect and use technical, operational, diagnostic, statistical and usage information relating to Customer’s use of the Services that does not identify Customer or any individual as the source of such information (“Usage Data”). Provider owns all Usage Data and may use such Usage Data for analytics, security, abuse prevention, product development, benchmarking and improvement of the Services. Provider will not disclose Customer Content to any third party except (i) as directed by Customer, (ii) to Provider’s service subprocessors solely as needed to operate or support the Services (and subject to binding confidentiality and security obligations), or (iii) as required by law (in which case Provider will, where legally permissible, give advance notice to Customer to allow Customer to seek protective measures). Provider will maintain administrative, technical, and physical safeguards to protect Customer Content as described in Section 6 (Security and Privacy).

4.4 Customer Responsibilities for Content. Customer is solely responsible for the legality, quality, and integrity of all Input it provides to the Services and for the results obtained from the use of the Services and any Output. Customer represents and warrants that it has obtained all necessary rights, licenses, consents, and permissions to provide the Input to Provider and to use the Output as contemplated under this Agreement. Customer shall not input or disclose to Provider any data that it does not have the right to use, or any sensitive personal data or regulated data (such as health or financial information) unless otherwise agreed in writing. Customer is solely responsible for evaluating and determining the appropriateness of any Output for its purposes. Customer acknowledges that Output may be incorrect or unreliable, and Customer should use human review or other appropriate analysis to verify Output as necessary before using or relying on it. Provider makes no guarantee that any Output will be unique, accurate, or suitable for a particular purpose (see also Section 9, Warranties and Disclaimers).

4.5 Similarity of Output. Customer understands that due to the nature of artificial intelligence and the Services, Output generated for Customer may not be unique and identical or similar outputs may be generated by the Services for Provider or other customers of the Services. For example, other users might submit similar Inputs and receive comparable results. Any such content that is independently generated by the Services for a third party is not considered Customer’s Output or Confidential Information and will not be the property of Customer. Nothing in this Agreement prohibits Provider from developing or providing services or products that might be competitive with or similar to any applications or use cases that Customer develops using the Output, as long as Provider does not use Customer's Confidential Information in doing so.

**5. Confidentiality**

5.1 Definition of Confidential Information. "Confidential Information" means any non-public business, technical, financial, or other information disclosed by one Party (the "Discloser") to the other Party (the "Recipient") that is designated as confidential, or that should reasonably be understood to be confidential given the nature of the information and the context of disclosure. Customer's Confidential Information includes, without limitation, all Customer Content and any non-public information regarding Customer's business plans or technology. Provider's Confidential Information includes, without limitation, the Services (including any non-public features, functionality, and pricing), documentation, and any non-public information regarding Provider's business, technology or strategies.

5.2 Protection of Confidential Information. The Recipient of any Confidential Information agrees to: (a) use the Discloser's Confidential Information only as necessary to exercise its rights or perform its obligations under this Agreement, (b) protect the Discloser's Confidential Information with at least the same degree of care as it uses to protect its own confidential information of a similar nature (and no less than reasonable care), and (c) not disclose any Confidential Information to any third party except for its and its Affiliates' employees, contractors, and agents who need to know the information for the Recipient to perform its obligations or exercise its rights under this Agreement and who are bound by confidentiality obligations at least as protective as those in this Section. The Recipient will be responsible for any breach of confidentiality by its employees, contractors or agents.

5.3 Exceptions. The obligations in this Section 5 will not apply to information that the Recipient can demonstrate: (i) is or becomes generally available to the public through no fault of the Recipient; (ii) was already rightfully known to the Recipient, without confidentiality restrictions, prior to disclosure by the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without any confidentiality restriction; or (iv) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

5.4 Required Disclosure. If the Recipient is required by law, regulation, or legal process (e.g. subpoena or court order) to disclose any of the Discloser's Confidential Information, the Recipient will (to the extent permitted by law) promptly notify the Discloser in advance, and cooperate with the Discloser (at the Discloser's expense) in any reasonable effort to contest or limit the required disclosure. Despite any such disclosure, the forced-disclosed information will remain Confidential Information.

5.5 Return or Destruction. Except as otherwise provided in this Agreement, upon termination of the Agreement or upon Discloser's written request, the Recipient will promptly return or destroy (at the Discloser's election) all Confidential Information of the Discloser in its possession or control, and certify in writing to such return or destruction. However, the Recipient may retain one archival copy of Confidential Information if required for legal or compliance purposes, subject to the confidentiality obligations herein, and Provider may retain automatically archived electronic copies in accordance with standard data backup procedures.

5.6 Duration of Obligations. The confidentiality obligations in this Section 5 will commence on the Effective Date and continue for a period of five (5) years after the termination or expiration of this Agreement; provided that the Recipient’s obligations to protect trade secrets (as defined by applicable law) shall continue for so long as such Confidential Information remains a trade secret under applicable law.

**6. Security and Privacy**

6.1 Security Measures. Provider implements and maintains an industry-standard information security program with administrative, technical, and physical safeguards designed to protect the Services and Customer Content against unauthorized access, loss, or disclosure. Provider will maintain commercially reasonable administrative, physical and technical safeguards appropriate to the nature of the Services and Customer Content. Such safeguards may include, among other things: access controls, encryption of data in transit and at rest (as applicable), network security controls (such as firewalls), and regular security risk assessments and testing of the Services. Upon Customer’s written request (not more than once per year), Provider will provide Customer with a summary of Provider’s then-current third-party security audit reports or certifications under appropriate non-disclosure obligations. Provider will promptly investigate any known or suspected unauthorized access to Customer Content or systems within Provider’s control and will notify Customer without undue delay of any confirmed data breach affecting Customer Content.

6.2 Privacy and Data Protection. To the extent Customer uses the Services to process any personal data (as defined under applicable data protection laws), the Parties will comply with all applicable privacy and data protection laws. If required under such laws, Provider will make available a Data Processing Addendum (“DPA”) that meets requirements for processing of personal data on behalf of Customer, and upon execution by Customer the DPA shall be incorporated into this Agreement. Provider will not materially diminish the privacy protections of Customer Content, as measured against the safeguards described in Section 6.1 and any applicable DPA, for the Term. Provider will process any personal data included in Customer Content only in accordance with Customer’s instructions (as described in this Agreement and any DPA) and not for any independent purpose.

6.3 No Sensitive Personal Data; Healthcare Data. Customer should not use the Services to process any sensitive personal data (such as government-issued identification numbers, financial information, personal health information, or biometric data) unless the Parties have agreed to specific safeguards in writing. In particular, unless the Parties have entered into a separate written Business Associate Agreement (BAA), Customer will not use the Services to create, receive, maintain, or transmit any protected health information (as defined under U.S. HIPAA regulations) or use the Services in any manner that would render Provider a “Business

Associate” to Customer. Not all Services or features are designed to handle protected health information, and Customer agrees not to use the Services for such purposes without a BAA. Provider shall not be liable for any breach of law or regulation resulting from Customer’s use of the Services in violation of the foregoing.

6.4 Compliance with Laws. Provider will maintain the Services in compliance with applicable laws and regulations (including data security and privacy laws) in all material respects. However, Customer is responsible for ensuring that Customer’s particular use of the Services (and the nature of the Customer Content it submits) comply with all laws applicable to Customer’s business or industry. Customer will not use the Services in a manner that would cause Provider to be subject to any industry-specific regulations without Provider’s prior written consent (for example, using the Services to process personal data subject to the EU General Data Protection Regulation (GDPR) or the California Consumer Privacy Act (CCPA) without entering into a DPA with Provider).

**7. Fees and Payment**

7.1 Fees. Customer will pay all fees and charges applicable to its subscription and use of the Services, as set forth in the applicable Order Form, subscription plan, or other ordering document (collectively, the “Fees”). Fees may include: (a) a monthly minimum subscription fee, which includes a defined monthly allotment of Included Credits; (b) fees for additional one-time credit purchases made by Customer during a billing cycle; and (c) fees for automatic purchases or replenishments of additional credits authorized by Customer pursuant to Section 7.5. Customer acknowledges that usage of the Services will consume credits in accordance with Provider’s then-current usage metrics and pricing model. Provider’s measurement of usage and credit consumption shall be presumed accurate absent manifest error. All Fees are stated in U.S. dollars unless otherwise specified and are non-cancelable and non-refundable except as expressly provided in this Agreement or required by law.

7.2 Invoicing and Payment Terms. Unless otherwise agreed in an Order Form, the monthly minimum subscription fee shall be billed in advance for each monthly billing cycle using the payment method designated by Customer. Customer authorizes Provider to charge the payment method(s) designated by Customer, including ACH and/or credit card, for all Fees due under this Agreement.

Additional one-time credit purchases requested by Customer during a billing cycle may be charged at the time of purchase via ACH or credit card, as elected or authorized by Customer. If Customer enables Auto-Replenishment, Customer authorizes Provider to automatically charge Customer’s designated ACH account and/or credit card for the applicable replenishment amount each time the applicable replenishment trigger or threshold selected by Customer is reached.

If the Parties agree to invoice any Fees rather than charge them automatically, such invoices shall be due and payable within thirty (30) days from the invoice date unless otherwise specified in the applicable Order Form. Customer shall provide complete and accurate billing and contact information and promptly notify Provider of any changes. If any payment charge is declined, reversed, or otherwise fails, Provider may suspend any pending credit purchase, disable Auto-Replenishment, and/or suspend Customer's access to further use of the Services until payment is successfully processed and a valid payment method is restored.

7.3 Late Payments. If Customer fails to pay any undisputed Fees by the due date, Provider reserves the right to charge interest on the overdue amount at the rate of 1.5% per month (or the maximum rate permitted by law, if lower), calculated from the payment due date until the date of payment in full. Additionally, Customer shall be responsible for any reasonable costs of collection (such as attorneys' fees and agency fees) incurred by Provider in collecting overdue amounts. If any undisputed payment is more than 30 days past due, Provider may, after providing at least 7 days' prior written notice and opportunity to cure to Customer, suspend the Services (in whole or part) until payment is made. Provider will not exercise this suspension right if Customer is disputing the applicable charges reasonably and in good faith and is cooperating in resolving the dispute.

7.4 Taxes. Fees stated are exclusive of any taxes, duties, or similar charges. Customer is responsible for all federal, state, and local taxes, levies, or similar governmental assessments of any nature (including any value-added, sales, use, or withholding taxes) that are imposed in connection with the Services, excluding taxes based on Provider's net income. If Provider has a legal obligation to collect any such taxes from Customer, Provider will include such taxes on the invoice and Customer shall pay them unless Customer provides a valid tax exemption certificate. If any withholding tax is required by law to be deducted from payments by Customer to Provider, Customer will gross up the payment such that Provider receives the full amount invoiced net of such withholding.

7.5 Credit Exhaustion; Additional Credits; Auto-Replenishment. Customer's monthly minimum subscription fee includes only the Included Credits identified in the applicable Order Form, subscription plan, or other ordering document, together with any eligible rolled-over Included Credits as described in Section 1.2. If Customer exhausts its available credits during a billing cycle, Customer may elect to: (a) cease using the Services until the next billing cycle, at which time a new allotment of Included Credits will be made available; (b) purchase additional one-time credits during the current billing cycle; or (c) enable Auto-Replenishment for additional credits in the increments and pursuant to the payment method authorized by Customer.

Unless Customer affirmatively enables Auto-Replenishment, Provider will not automatically charge Customer for additional credits beyond the monthly minimum subscription fee. If Auto-Replenishment is enabled, Customer expressly authorizes Provider to initiate the applicable ACH debit(s) and/or credit card charge(s) each time the applicable replenishment trigger is reached. Additional credits purchased mid-cycle, whether by one-time purchase or Auto-Replenishment, will be added to Customer's account upon successful payment processing and may be used during the applicable billing cycle subject to this Agreement. Except as otherwise stated in the applicable Order Form or subscription plan, additional purchased credits are non-refundable, non-transferable, and any expiration terms applicable to such purchased credits shall be as stated in the applicable Order Form, subscription plan, or Service interface.

7.6 Fee Disputes. If Customer believes that any invoice is incorrect or disputes any portion of an invoice, Customer must notify Provider in writing within 30 days of the invoice date and provide reasonable detail of the dispute. Any Fees not disputed within such 30-day period will be deemed accepted and Customer waives any right to dispute such Fees thereafter, except in the case of manifest billing error. The Parties will work in good faith to resolve the dispute promptly. Customer agrees to pay the undisputed portions of any invoice on time, and Provider will not charge late interest on any disputed amount while the dispute is pending, provided such dispute is genuine and promptly raised.

**8. Term and Termination**

8.1 Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period of twelve (12) months (the “Initial Term”), unless earlier terminated as provided below. This Agreement will automatically renew at the end of the Initial Term for additional successive 12-month renewal terms (each a “Renewal Term”), unless either Party gives written notice of non-renewal at least 30 days before the end of the then-current term. The Initial Term together with any Renewal Terms are collectively the “Term.” The pricing or other terms for any Renewal Term may be revised by Provider prior to the start of such term, provided that Provider notifies Customer of any pricing changes or material term changes at least 45 days prior to the renewal (and if Provider does not provide such notice, the then-current pricing and terms shall continue into the Renewal Term). Except as expressly provided above, renewal of the Services is automatic and Customer will be responsible for payment of applicable fees for each Renewal Term unless it provides timely notice of non-renewal. For clarity, Customer may not terminate this Agreement for convenience or without cause during the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Section 8.1 shall not restrict a Customer's right to terminate under Section 8.6 (Termination for Convenience — Personal and Pro Tiers).

8.2 Termination for Breach. Either Party may terminate this Agreement (including all Order Forms, if any) for cause upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice describing the breach. In addition, either Party may terminate this Agreement immediately upon written notice if the other Party (a) ceases its business operations or becomes insolvent, bankrupt, or is subject to any proceeding relating to liquidation or insolvency (and such proceeding is not dismissed within 60 days), or (b) makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of its assets.

8.3 Suspension or Termination for Cause by Provider. Without limiting Section 8.2, Provider may suspend Customer’s access to the Services or terminate this Agreement (including any Order Forms) immediately upon written notice if: (i) it is required to do so by law or government order (for example, if the provision of the Services to Customer becomes unlawful); or (ii) Provider determines, in its reasonable good faith judgment, that Customer’s use of the Services is breaching Section 3 (Acceptable Use) or otherwise poses a security risk or risk of harm or liability to Provider, the Services, or any third party. Provider will make commercially reasonable efforts to provide notice to Customer and an opportunity to remedy the issue prior to such suspension or termination, if practicable. Suspension of Services shall not relieve Customer of its payment obligations under this Agreement. Provider shall reinstate Customer's access when the grounds for suspension are cured, unless Provider has already terminated the Agreement.

8.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Provider by Customer for Services rendered up to the effective date of termination will become immediately due and payable; (b) all rights granted by each Party to the other under this Agreement will immediately cease (including Customer's right to access and use the Services); and (c) Customer shall promptly return or (at Provider's request) destroy all Provider Confidential Information in its possession. Within a reasonable time after termination, Provider will delete all Customer Content from the Services and Provider's systems, except to the extent that retention is required by law or permitted under Section 5 (Confidentiality) above (for example, for legal compliance or archival purposes). Termination or expiration of this Agreement shall not affect any provisions which by their nature are intended to survive, including without limitation provisions relating to payment of outstanding Fees, confidentiality, ownership, indemnification, limitations of liability, and dispute resolution. Except as expressly provided otherwise in this Agreement, no Party will be liable to the other for any damages resulting solely from terminating this Agreement in accordance with its terms.

8.5 No Refunds; Early Termination. Except in the event of termination by Customer for Provider's uncured material breach (under Section 8.2), termination by Customer under Section 1.1 due to a material reduction in Services functionality, or termination for convenience by a Personal or Pro tier Customer under Section 8.6 (which is governed exclusively by the no-refund terms stated therein), Customer is not entitled to any refund of fees previously paid. If Customer terminates this Agreement for Provider's breach, or if Provider terminates this Agreement other than for Customer's breach, Provider will refund to Customer any pre-paid fees covering the period of the Term remaining after the effective date of termination (on a pro-rata basis). If Provider terminates the Agreement for Customer's breach, Customer remains responsible for all fees for the entire committed Term, and any unpaid fees for the remaining portion of the Term shall become immediately due and payable as of the termination date.

8.6 Termination for Convenience — Personal and Pro Tiers. Notwithstanding Section 8.1, a Customer subscribed to the "Personal" or "Pro" subscription tier (each as reflected in Customer's account records at the time of subscription, regardless of subsequent changes to tier names, descriptions, or features on Provider's website) may terminate this Agreement for convenience, without cause, at any time by providing notice to Provider through the mechanism designated by Provider (e.g., account settings or written notice). Such termination will be effective at the end of the then-current billing period, and Customer will retain access to the Services through that date. No refund or credit will be issued for fees already paid for the then-current or any prior billing period, and no proration will apply. This Section 8.6 does not apply to Customers subscribed to any other subscription tier, who remain subject to the Term and renewal provisions of Section 8.1 and may not terminate for convenience during the Initial Term or any Renewal Term.

**9. Warranties and Disclaimers**

9.1 Provider's Warranties. Provider represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the Services, when used in accordance with the documentation and the Agreement, will function in all material respects as described in the applicable documentation or specifications provided by Provider during the Term; and (c) it will provide the Services in a professional and workmanlike manner, consistent with generally accepted industry standards. In the event of a breach of the warranty in subsection (b), Customer's exclusive remedy and Provider's sole obligation will be for Provider to use commercially reasonable efforts to correct the non-conforming Service functionality. If Provider is unable to restore the Services to material conformity with the documentation within a reasonable time (not to exceed 30 days) after Customer's written notice of the breach, then Customer may terminate the Agreement and receive a pro-rata refund of any pre-paid fees for the period during which the Services did not perform in material conformance with the warranty.

9.2 Customer's Warranties. Customer represents and warrants that: (a) it has the necessary rights and permissions to provide the Input and any other Customer Content to Provider for use as contemplated in this Agreement; (b) its use of the Services and all Customer Content is and will be in compliance with the Acceptable Use restrictions in Section 3 and all applicable laws and regulations; and (c) it will not use the Services in a manner that would cause Provider to be in violation of any applicable law or regulation.

9.3 Disclaimer of Warranties. Except as expressly provided in this Agreement, Provider makes no other warranties of any kind, and expressly disclaims all other warranties, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Services are provided "AS IS" and "AS AVAILABLE" and Customer's use of the Services and Output is at its own risk. Provider does not warrant that the Services will meet all of Customer's requirements, or that operation of the Services will be uninterrupted, completely secure, or error-free. Provider makes no guarantee regarding the accuracy or correctness of any Output or that any defects in the Services will be corrected. Provider will not be responsible or liable for any problems or delays caused by any Third-Party Services or by any Customer Content or third-party content used with the Services. Customer has an independent duty to comply with all laws applicable to it, and Provider makes no warranty regarding Customer's compliance with any regulations or laws by using the Services.

9.4 Beta Features. From time to time, Provider may invite Customer to use, at its option, pre-release or beta features of the Services that are not yet generally available ("Beta

Services”). Customer understands that Beta Services are experimental and in development, and Provider provides Beta Services on an “as-is” basis, without any warranties or contractual commitments of any kind. Beta Services may be unstable and not as reliable or secure as the normal Services, and Provider may discontinue Beta Services at any time. Provider will have no liability arising out of or related to Customer’s use of Beta Services. Customer’s use of any Beta Services is voluntary and at its own risk, and Provider is not obligated to provide any support for Beta Services.

**10. Indemnification**

10.1 Indemnification by Provider. Provider shall indemnify, defend, and hold harmless Customer and its officers, directors, and employees from and against any third-party claims, demands, suits, or proceedings (“Claims”) and any corresponding liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) that Customer is required to pay to such third party as a result of a Claim alleging that the Services (as provided by Provider) infringe or misappropriate any third-party patent, copyright, or trade secret. If such a Claim arises, Provider may, at its sole option and expense, seek to (a) obtain for Customer the right to continue using the Services, (b) modify or replace the Services or the infringing component to make it non-infringing, or (c) if Provider determines that (a) and (b) are not commercially feasible, terminate this Agreement upon reasonable notice to Customer and refund to Customer any pre-paid fees for Services not yet provided as of the termination date. The foregoing Provider indemnity will not apply to the extent that the Claim arises from: (i) Customer’s combination or use of the Services with software, hardware, or content not provided by Provider (including Customer’s own applications) if the Claim would have been avoided by use of the Services alone; (ii) any modification to the Services not made or authorized by Provider; (iii) Customer Content, or other materials or information provided by Customer (including Output, as between the parties); or (iv) use of the Services by Customer in breach of this Agreement. This Section 10.1 states Provider’s exclusive liability, and Customer’s sole and exclusive remedy, for any third-party intellectual property infringement or misappropriation claims regarding the Services.

10.2 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Provider and its affiliates, and their respective officers, directors, and employees (the “Provider Parties”), from and against any third-party Claims and any corresponding liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) Customer’s or any end user’s use of the Services in violation of this Agreement or applicable law; (b) any Customer applications or services, or marketing materials, that Customer develops or offers using the Services or Output (including any claims that such Customer application or service violates or infringes a third party’s rights); or (c) Customer Content or other data or materials provided by Customer, including any claim that Customer Content (or the use of it in the Services) infringes or violates the rights of a third party. The foregoing indemnity will not apply to the extent a Claim is caused by Provider’s breach of this Agreement or willful misconduct.

10.3 Indemnification Procedure. A Party seeking indemnification under this Section 10 ("Indemnified Party") will: (i) promptly notify the other Party ("Indemnifying Party") in writing of the Claim, provided that failure to give prompt notice will not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by such failure; (ii) grant the Indemnifying Party sole control over the defense and settlement of the Claim (however, the Indemnifying Party shall not settle any Claim in a manner that admits fault or liability of the Indemnified Party or imposes non-monetary obligations on the Indemnified Party without that Party's prior written consent, not to be unreasonably withheld); and (iii) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in the defense of the Claim. The Indemnified Party may participate in the defense with counsel of its own choosing at its own expense.

10.4 THE INDEMNITIES IN THIS SECTION 10 ARE THE PARTIES' ONLY AND EXCLUSIVE REMEDIES for any Claims or allegations by third parties that are subject to indemnification under this Agreement (including any claims that the Services infringe intellectual property rights of a third party). This Section 10 allocates between the Parties the responsibility for third-party claims, as permitted by applicable law.

**11. Limitation of Liability**

11.1 Consequential Damages Waiver. To the fullest extent permitted by law, neither Party will be liable to the other Party for any indirect, incidental, special, consequential, punitive, or exemplary damages, or any damages for loss of profits, revenue, business, goodwill, use, data, or data accuracy, arising out of or related to this Agreement or the Services, whether an action is in contract or tort and regardless of the theory of liability, even if a Party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose. The above waiver shall not apply to the extent prohibited by law, or to the extent the damages result from a Party's gross negligence or willful misconduct, Customer's breach of Section 3 (Acceptable Use Restrictions), or either Party's breach of its confidentiality obligations (Section 5). In such cases, the liable Party will remain liable for the full extent of any actual damages proven.

11.2 Liability Cap. To the fullest extent permitted by law, each Party's total cumulative liability arising out of or related to this Agreement or the Services shall not exceed the total amount of fees paid or payable by Customer to Provider under this Agreement in the twelve (12) months immediately preceding the event giving rise to liability. If the underlying event occurs in the first 12 months of the Term, the liability cap shall be calculated as the average monthly Fees paid or payable up to the date of the event, multiplied by 12. The foregoing cap applies collectively to all claims and causes of action, whether in contract, tort (including negligence), statute or any other theory. Exceptions: The limits of liability in this Section 11.2 shall not apply to: (a) a Party's indemnification obligations under Section 10 (provided that Provider's aggregate indemnification liability under Section 10.1 shall not exceed an amount equal to two (2) times the total Fees paid or payable by Customer under this Agreement in the twelve (12) months preceding the Claim);

(b) Customer's payment obligations for fees under this Agreement (amounts owed by Customer are not capped); or (c) liability for a Party's gross negligence or willful misconduct.

11.3 Foundations of the Bargain. The Parties acknowledge that the disclaimers and limitations of liability in this Agreement reflect a deliberate and bargained-for allocation of risks between the Parties and form an essential basis of the bargain, and that, absent any of these disclaimers or limitations of liability, the terms of this Agreement, including the economic terms, would be substantially different. The limitations in this Section 11 shall apply even if any limited remedy fails of its essential purpose.

**12. Dispute Resolution and Governing Law**

12.1 Good Faith Negotiations. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the use of the Services (a "Dispute"), the Parties agree to first attempt to resolve the Dispute through good faith negotiations between senior management of both Parties. A Party shall give written notice to the other Party describing the Dispute, and within 10 business days of such notice, designated executives of each Party shall meet (virtually or in person) to attempt in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within 60 days of the initial dispute notice (or a mutually agreed longer period), then either Party may proceed to the binding arbitration process described below.

12.2 Binding Arbitration. Except for the exceptions set forth in Section 12.4 below, any Dispute arising out of or relating to this Agreement, including the breach, termination, enforcement, or interpretation thereof, shall be resolved through final and binding arbitration. The arbitration will be administered by JAMS (or another reputable arbitration provider mutually agreed by the Parties) and held in confidence. The arbitration shall be conducted by a single arbitrator experienced in commercial technology contracts, in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (or JAMS Streamlined Rules, if applicable based on the amount in controversy) then in effect. The arbitration may be conducted in person in Orange County, California, or at another mutually agreed location, or by video conference if an in-person hearing is not feasible. The arbitrator shall have authority to award any relief available in a court of law, including injunctive relief and attorneys' fees to the prevailing party when provided by law. Judgment on the arbitration award may be entered in any court having jurisdiction. Each Party will bear its own attorneys' fees and costs in the arbitration, except that the Parties will split evenly the arbitrator's fees and any administrative fees except as required by JAMS rules or applicable law. The arbitrator may award the prevailing party its reasonable costs and attorneys' fees, to the extent consistent with applicable law or JAMS rules.

12.3 Class Action Waiver. The Parties agree that all Disputes will be resolved on an individual basis only. Neither Party shall have the right to bring or participate in any class, collective, or representative action arising out of or relating to a Dispute, either as a class representative or class member. The arbitrator shall not consolidate more than one party's claims and shall not otherwise preside over any form of a representative or class proceeding. This clause shall not be construed as a waiver of any rights that cannot be waived under applicable law, including any statutory right to seek public injunctive relief under the California Unfair Competition Law, False Advertising Law, or Consumers Legal Remedies Act that cannot lawfully be waived. In the event that a court of competent jurisdiction determines that this Section 12.3 is unenforceable insofar as it would preclude a Party from seeking such public injunctive relief in any forum, the claim for public injunctive relief shall be severed and may proceed in a court of competent jurisdiction, and the remainder of this Section 12.3, including the obligation to arbitrate all other claims and the class/representative action waiver as to non-public-injunctive relief, shall remain in full force and effect.

12.4 Exceptions. Notwithstanding Section 12.2 (Binding Arbitration), either Party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction without breaching this arbitration agreement in order to protect its intellectual property rights, Confidential Information, or to prevent an imminent threat of irreparable harm. In addition, claims for non-payment of fees may be brought in court if the claim falls within that court's jurisdiction. By agreeing to arbitration, the Parties do not waive the right to seek provisional remedies (such as attachment, preliminary injunction, or receivership) from a court of competent jurisdiction, before the appointment of an arbitrator, as necessary to preserve the status quo and prevent harm.

12.5 Governing Law. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the laws of the State of California (USA), without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is excluded and will not apply.

12.6 Jurisdiction and Venue. Subject to the provisions of Section 12.2 (arbitration) above, the Parties consent to the exclusive jurisdiction of the state and federal courts located in Orange County, California for the purpose of any court proceedings (a) to compel arbitration, (b) to enforce an arbitral award, (c) for provisional or injunctive relief as permitted by Section 12.4, or (d) for any Dispute that is excluded from the agreement to arbitrate. Each Party waives any objection that it may have to the venue or jurisdiction of such courts, including objections based on inconvenient forum.

12.7 Jury Trial Waiver. To the extent any Dispute is determined by a court rather than an arbitrator, the Parties hereby waive any right to a jury trial in any judicial proceeding to the fullest extent permitted by law.

**13. Miscellaneous**

13.1 Entire Agreement. This Agreement, including any exhibits, schedules, Order Forms or Addenda attached hereto or incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No terms or conditions stated in a Customer purchase order or other ordering document (other than Order Forms mutually executed by the Parties) shall be incorporated into or form any part of this Agreement, and all such terms are hereby rejected. In the event of any conflict between the provisions in the main body of this Agreement and any Order Form or exhibit, the terms of the Order Form or exhibit shall prevail but only with respect to the subject matter of that Order Form or exhibit.

13.2 Amendments and Waivers. This Agreement may not be amended or modified except by a written document signed by authorized representatives of both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against whom the waiver is to be asserted. No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or future exercise of that right or remedy. A waiver of one provision shall not be construed to waive any other provision or any subsequent breach of the same provision.

13.3 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible and the remaining provisions of the Agreement will remain in full force and effect. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly reflects the Parties' original intent. If such modification is not possible, the invalid or unenforceable provision will be severed from this Agreement, and the rest of the Agreement shall be enforced as if the invalid provision had never been a part of it.

13.4 Assignment. Neither Party may assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to do so without consent will be null and void. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (provided that, in the case of Customer as the assigning Party, the successor entity is not a direct competitor of Provider). In such cases, the assigning Party will provide notice to the other Party of the assignment (and with respect to Provider, at least 30 days' notice where practicable). Subject to the above, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

13.5 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the Parties. Neither Party is an agent of the other, and neither Party has any authority to bind the other to any obligation or to make any representations or warranties on behalf of the other. Each Party remains solely responsible for the direction and compensation of its employees. Nothing in this Agreement shall be construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties.

13.6 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to confer any rights or remedies upon any third party, person or entity other than the Parties and their respective successors and permitted assigns. There are no third-party beneficiaries to this Agreement.

13.7 Publicity. Provider may identify Customer as a customer and use Customer's name and logo in Provider's customer lists and marketing materials unless Customer opts out by written notice to Provider. Any public announcement, press release, case study, or other public reference to Customer by Provider (beyond inclusion of Customer’s name or logo in a list of customers) will require Customer’s prior review and written approval. Likewise, Customer agrees not to publicly disparage or make any negative statements about Provider or the Services.

13.8 Export Compliance. The Services (including any software provided) may be subject to U.S. export control and economic sanctions laws. Customer represents and warrants that it and its end users are not (i) located in, or a resident or national of, any country or region that is subject to U.S. trade sanctions or embargoes (including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine, as of the Effective Date), nor (ii) on any U.S. government list of prohibited or restricted parties (including the Specially Designated Nationals List, Denied Persons List, or Entity List). Customer shall not export, re-export, or transfer any part of the Services or any related technology to any country or entity subject to U.S. trade sanctions or to any person or entity on a U.S. government restricted list, and Customer will not use the Services for any purposes prohibited by U.S. law, including the development of chemical, nuclear, or biological weapons, or for military end-uses in violation of U.S. export regulations. Each Party will comply with all applicable export control and sanctions laws in the performance of this Agreement.

13.9 Force Majeure. Except for payment obligations, neither Party will be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) if such failure or delay is due to causes beyond its reasonable control, such as natural disasters, acts of God, fire, explosion, epidemic or pandemic, telecommunications or internet failures, power outages, acts of terrorism or war, civil disturbances, strikes or labor disputes, governmental actions, or other force majeure events. The impacted Party shall give notice to the other Party as soon as commercially practicable of the force majeure event and will use diligent efforts to end the failure or delay and ensure the effects of such event are minimized. If a force majeure event prevents a Party from performing material obligations under this Agreement for a period of more than 30 consecutive days, the other Party may terminate the Agreement upon written notice.

13.10 Notices. All legal notices or communications required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by email to the email addresses specified by the Parties as contacts for legal notices (provided that no bounce-back or error message is received and a copy is sent by another method below); (c) one business day after being sent by a nationally recognized overnight courier; or (d) three business days after being mailed by certified or registered mail (return receipt requested), postage prepaid, to the addresses of the Parties set forth in the preamble (or such other address as either Party may designate by notice). Routine communications regarding the

Services may be sent by email or through the Service interface and need not meet the formal notice requirements of this Section.

13.11 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement. Signatures transmitted electronically (by electronic signature platform, PDF, or image) shall be deemed to have the same legal effect as original signatures. The Parties agree that electronic signatures are intended to authenticate this writing and to have the same force and effect as manual signatures.

13.12 Interpretation. The section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision. Terms defined in the singular include the plural and vice versa. The words “include” and “including” shall be interpreted as “including but not limited to.” Unless otherwise stated, all references to “days” mean calendar days. Any ambiguity in this Agreement shall not be construed against either Party as the drafter.