

## SUPER.AI PLATFORM AGREEMENT

THESE TERMS OF SERVICE (THE "**TERMS**") ARE A LEGAL AGREEMENT BETWEEN YOU ("CUSTOMER") AND CANOTIC INC. ("SUPER.AI"). KNOWN IN THE PUBLIC AS SUPER.AI. BY CLICKING THE "I ACCEPT" BUTTON, ENTERING INTO AN ORDER THAT INCLUDES THESE TERMS BY REFERENCE OR OTHERWISE USING THE PLATFORM, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND ACCEPTS THESE TERMS. IF YOU ARE AGREEING TO THESE TERMS AS AN INDIVIDUAL, "CUSTOMER" REFERS TO YOU INDIVIDUALLY. IF YOU ARE AGREEING TO THESE TERMS AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND "CUSTOMER" REFERS TO THAT ENTITY AND ALL THE USERS SPECIFIED IN THE ORDER. IF CUSTOMER DOES NOT AGREE WITH ALL OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE PLATFORM REFERENCED IN THE ORDER. SUPER.AI MAY MAKE CHANGES TO THE PLATFORM AT ANY TIME. IN ADDITION, SUPER.AI MAY MAKE CHANGES TO THESE TERMS AT ANY TIME. IN THE EVENT IT DOES SO, SUPER.AI WILL POST NOTICE OF THE CHANGES ON THE LOG-IN SCREEN FOR THE PLATFORM AND REQUIRE CUSTOMER TO ACKNOWLEDGE AND AGREE TO THE CHANGED TERMS. CUSTOMER'S CONTINUED USE OF THE PLATFORM AFTER SUCH CHANGES HAVE BEEN POSTED WILL SIGNIFY CUSTOMER'S ASSENT TO AND ACCEPTANCE OF THE REVISED TERMS.

### 1. **DEFINITIONS.**

1.1 "**Activation Date**" means the date, indicated in the applicable Order, on which the Platform is scheduled to be made available to Customer.

1.2 "**Ancillary Services**" means implementation, training or consulting services that super.AI may perform as described in a SOW executed by the parties.

1.3 "**API**" means an application programming interface provided by super.AI that enables Customer to submit Customer Content to the Platform for analysis.

1.4 "**Authorized Purposes**" means Customer's internal business purposes if the Order is not for an Evaluation License or a Beta License. If the Order is for an Evaluation License or a Beta License, then "Authorized Purposes" means Customer's internal testing and evaluation use only and not for any production use.

1.5 "**Beta License**" means a non-production license granted to Customer with respect to a pre-release version of the Platform for a limited period or limited amount of Customer Content specified by super.AI.

1.6 "**Customer Content**" means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or any User and received and analyzed by the Platform.

1.7 "**Customer System**" means Customer's internal website(s), servers and other equipment and software used in the conduct of Customer's business.

1.8 "**Documentation**" means the printed, paper, electronic or online user instructions and help files made available by super.AI for use with the Platform, as may be updated from time to time by super.AI.

1.9 "**Evaluation License**" means a license granted to Customer for use of the Platform with a limited amount of Customer Content specified by super.AI.

1.10 "**Intellectual Property Rights**" means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names,

domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

1.11 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.12 “**Open Source Software**” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)).

1.13 “**Order**” means the online order for Services purchased from super.AI and agreed to by Customer from time to time, as further described in Section 2.1 below.

1.14 “**Services**” means the Platform, Support Services, and any Ancillary Services.

1.15 “**Statement of Work**” or “**SOW**” means a written statement of work entered into and signed by the parties describing Ancillary Services to be provided by super.AI to Customer.

1.16 “**Platform**” means the super.AI service, provided by super.AI to Customer pursuant to these Terms, which permits Customers to submit Customer Content for automatic tagging or labeling according to the specifications agreed upon in an applicable Order. For all purposes of these Terms, such the definition of Platform includes APIs, but excludes any Open Source Software and any Third Party Offerings that may be used to provide such services.

1.17 “**Support Services**” means the support and maintenance services offered by super.AI and purchased by Customer separately pursuant to an Order.

1.18 “**Users**” means Customer’s employees, consultants, contractors and agents (a) for whom access to the Platform has been purchased pursuant to an Order, (b) who are authorized by Customer to access and use the Platform, and (c) where applicable, who have been supplied user identifications and passwords for such purpose by Customer (or by super.AI at Customer’s request).

## 2. **ORDERS; LICENSES; AND RESTRICTIONS.**

2.1 **Orders.** Subject to the terms and conditions contained in these Terms, Customer may submit requests to analyze, tag and/or label Customer Content. If Customer is using the Platform under an Evaluation License, submission of Customer’s Customer Content will create an Order under which Customer will receive Results according to the pre-set parameters of the applicable data program chosen by Customer. If Customer is not using the Platform under an Evaluation License, Customer may specify certain parameters of the proposed analysis, including but not limited to accuracy, speed and cost. super.AI will respond to the request with an estimated fee and timeline. If such fee and timeline are accepted by Customer, such acceptance shall create an Order for use of the Platform. Unless otherwise specified in the applicable Order, (a) the Platform may be accessed by no more than the number of Users specified in the applicable Order, (b) an unlimited number of additional Users may be added at any time, and (c) the added User accounts shall terminate on the same date as the pre-existing User accounts. If there is any inconsistency between an Order and these Terms, the Order controls.

2.2 **Licenses.** Subject to Customer’s compliance with the terms and conditions contained in these Terms, super.AI hereby grants to Customer (a) a limited, non-exclusive, non-transferable right for its Users to access and use the Platform in accordance with the Documentation; and (b) to access and use the APIs, in accordance with the applicable Documentation, for the sole purpose of submitting, uploading or otherwise transmitting Customer Content to the Platform, in each of (a) and (b) solely for Customer’s Authorized Purposes and not for the benefit of

any other person or entity. Customer's use of the Platform may be subject to certain specifications and limitations, such as, for example, quality or formatting requirements or limits on storage capacity for Customer Content. Any such requirements or limitations will be specified either in the Order or in the Documentation.

2.3 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Platform; (b) modify, translate, or create derivative works based on any element of the Platform or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Platform; (d) use the Platform for time sharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and Users; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the Platform without super.AI's prior written consent; (g) use the Platform for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the Platform; (i) introduce any Open Source Software into the Platform; or (j) attempt to gain unauthorized access to the Platform or its related systems or networks.

2.4 **Reservation of Rights.** Except as expressly granted in these Terms, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in these Terms are reserved by super.AI.

### 3. **THIRD PARTY HOSTING.**

3.1 **Third Party Hosting.** super.AI may use the services of one or more third parties to deliver any part of the Services. super.AI will pass-through any warranties to the extent that super.AI receives any from its then current third-party service provider that it can provide to Customer. Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

### 4. **PASSWORDS; SECURITY.**

4.1 **Passwords.** super.AI will issue Customer user logins and passwords for each of its Users authorized to access and use the Platform. If Customer is permitted to use the API to upload Customer Content, super.AI will issue Customer with an API key (as more particularly described in the Documentation, the "API Key"), which must be referenced in Customer's API calls. Customer shall be, and shall ensure that each of its respective Users are responsible for maintaining the confidentiality of all user logins, passwords and API Keys and for ensuring that each user login and password is used only by the User to which it was issued. Customer is solely responsible for any and all access and use of the Platform that occurs using logins, passwords and API Keys super.AI issues to Customer or any of Customer's Users. Customer shall restrict its Users from sharing passwords. Customer agrees to immediately notify super.AI of any unauthorized use of any API Key, account, or login and password issued to Customer's Users, or any other breach of security known to Customer. super.AI shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

4.2 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Platform. Customer will immediately notify super.AI of any breach, or attempted breach, of security known to Customer.

4.3 **Security.** super.AI will use commercially reasonable efforts to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Content in a in a manner consistent with what super.AI supplies generally to its other customers. Notwithstanding the foregoing, Customer acknowledges that, notwithstanding any security precautions deployed by super.AI, the use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Platform and Customer Content. super.AI cannot and does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be

adequate or sufficient. super.AI shall not (a) modify Customer Content, (b) disclose Customer Content except as compelled by law or as expressly permitted in writing by Customer, or (c) access Customer Content except to provide and improve the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

## 5. CUSTOMER OBLIGATIONS.

5.1 **Customer System.** Customer is responsible for (a) obtaining, deploying and maintaining the Customer System, and all computer hardware, software, modems, routers and other communications equipment necessary for Customer and its Users to access and use the Platform via the Internet; (b) contracting with third party ISP, telecommunications and other service providers to access and use the Platform via the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in these Terms, an Order or a Statement of Work, super.AI shall not be responsible for supplying any hardware, software or other equipment to Customer under these Terms.

5.2 **Acceptable Use Policy.** Customer shall be solely responsible for its actions and the actions of its Users while using the Platform. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Platform, including without limitation the provision and storage of Customer Content and Results (as defined in Section 12); (b) not to send or store data on or to the Platform which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any information or content that contain Malicious Code or data that may damage the operation of the Platform or another's computer or mobile device; (d) not to use the Platform for illegal, fraudulent, unethical or inappropriate purposes; (e) not to interfere or disrupt networks connected to the Platform or interfere with other ability to access or use the Platform; (f) not to distribute, promote or transmit through the Platform any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature; (g) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (h) not to access another customer's data or otherwise interfere with another customer's use and enjoyment of the Platform or another person or entity's use and enjoyment of similar services; (i) not to use the Platform in any manner that impairs the Platform, including without limitation the servers and networks on which the Platform is provided; (j) to comply with all regulations, policies and procedures of networks connected to the Platform and super.AI's service providers; and (k) to use the Platform only in accordance with the Documentation. Customer understands that the Platform's ability to process Customer Content with predictable accuracy and speed is dependent on the Customer Content's compliance with the applicable specifications set forth in the Documentation and that failure to comply with such specifications may affect the speed, accuracy and cost of the resulting analysis of such Customer Content. Customer acknowledges and agrees that super.AI neither endorses the contents of any Customer communications, Customer Content, or Other Information (as defined in Section 12.2 below) nor assumes any responsibility for any offensive material contained therein, any infringement of third party Intellectual Property Rights arising therefrom or any crime facilitated thereby. super.AI may remove any violating content posted or stored using the Platform or transmitted through the Platform, without notice to Customer. Notwithstanding the foregoing, super.AI does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Customer Content, Other Information, or any other information or data input into or stored in the Platform for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality and accuracy of Customer Content and Other Information input into the Platform. super.AI reserves the right to amend, alter, or modify Customer's conduct requirements as set forth in these Terms at any time. super.AI may deliver notice of such updated requirements to Customer via e-mail or through the Platform. Customer's continued access to and use of the Platform following issuance of such updated Customer requirements shall constitute Customer's acceptance thereof. super.AI may upon written notice to Customer amend this Section 5.2.

5.3 **Accuracy of Customer's Contact Information; Email Notices.** Customer agrees to provide accurate, current and complete information as necessary for super.AI to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current and inform super.AI of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from

super.AI at the e-mail addresses used by its Users for login. In addition, Customer agrees that super.AI may rely and act on all information and instructions provided to super.AI by Users from the above-specified e-mail address.

5.4 **Temporary Suspension.** super.AI may temporarily suspend Customer's or its Users' access to the Platform in the event that either Customer any of its Users is engaged in, or super.AI in good faith suspects Customer or any of its Users is engaged in, any unauthorized conduct (including, but not limited to any violation of these Terms). super.AI will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that super.AI's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include User accounts. Customer agrees that super.AI shall not be liable to Customer, any of its Users, or any other third party if super.AI exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to super.AI's reasonable satisfaction, super.AI shall reinstate Customer's and its Users' access and use of the Platform. Notwithstanding anything in this Section to the contrary, super.AI's suspension of Platform is in addition to any other remedies that super.AI may have under these Terms or otherwise, including but not limited to termination of these Terms for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, super.AI may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

## 6. **AVAILABILITY; SUPPORT SERVICES.**

6.1 **Availability.** Subject to the terms and conditions of these Terms, super.AI will use commercially reasonable efforts to make the Platform available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which super.AI will use commercially reasonable efforts to provide at least 72 hours advance notice) and weekly maintenance times, or (b) any unavailability caused by circumstances beyond super.AI's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays. Certain enhancements to the Platform made generally available at no cost to all customers during the applicable Term will be made available to Customer at no additional charge. However, the availability of some new enhancements to the Platform may require the payment of additional fees, and super.AI will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. These Terms will apply to, and the Platform includes, any enhancements, updates, upgrades and new modules to the Platform provided in connection therewith, subsequently provided by super.AI to Customer hereunder.

6.2 **Support.** super.AI makes a variety of Support Services offerings available to its customers and will provide Customer with the level of support to which Customer is entitled based on Customer's purchase as set forth in an Order.

6.3 **Evaluation and Beta Licenses.** No service level commitment is offered or made in connection with this Agreement if Customer is using the Platform under an Evaluation License or a Beta License. super.AI has no obligation to support or maintain the Platform during an Evaluation License or Beta License in any way, correct any errors or deficiencies in the Platform or provide updates, new builds or error corrections.

7. **ANCILLARY SERVICES.** super.AI shall use commercially reasonable efforts to perform the Ancillary Services as set forth in applicable mutually executed SOWs. Each SOW will include, at a minimum: (a) a description of the scope of Ancillary Services, (b) any work product or other deliverables to be provided to Customer (each a "**Deliverable**"), (c) the schedule for the provision of Ancillary Services, and (d) the applicable fees and payment terms for such Ancillary Services. All SOWs shall be deemed part of and subject to these Terms. If there is any inconsistency between an SOW and these Terms, the SOW shall control. If either Customer or super.AI requests a change to the scope of Ancillary Services described in a SOW, the party seeking the change shall propose such change by written notice. Promptly following the other party's receipt of the written notice, the parties shall discuss and agree upon the proposed changes. super.AI will prepare a change order document

describing the agreed changes to the SOW and any applicable change in fees and expenses (a “**Change Order**”). Change Orders are not binding unless and until executed by both parties. Executed Change Orders shall be deemed part of, and subject to, these Terms. super.AI and Customer shall cooperate to enable super.AI to perform the Ancillary Services according to the dates of performance and delivery terms set forth in each SOW. In addition, Customer shall perform any Customer obligations specified in each SOW. In the event the Ancillary Services are not performed in accordance with the terms of the applicable SOW, super.AI shall notify Customer in writing no later than thirty (30) calendar days after performance of the affected Ancillary Services by super.AI, Customer’s notice shall specify the basis for non-compliance with the SOW and if super.AI agrees with the basis for non-compliance, then at super.AI sole option, super.AI shall re-perform the Ancillary Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Deliverable or Ancillary Service. THE FOREGOING CONSTITUTES CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND SUPER.AI’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE ANCILLARY SERVICES.

## 8. FEES AND PAYMENT.

8.1 **Fees.** Customer agrees to pay all fees specified in all Orders and SOWs using one of the payment methods super.AI supports. Customer acknowledges and agrees that quoted fees are based on the assumption that the Customer Content will comply with the applicable specifications set forth in the Documentation and that failure to comply with such specifications may result in an increase in fees. Except as otherwise specified in these Terms or in an Order, (a) fees are quoted and payable in United States dollars, and (b) payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under these Terms will be made without setoff or counterclaim, and without any deduction or withholding.

8.2 **Payment.** When Customer elects to pay by credit card, super.AI will charge Customer’s credit card on the date that Customer submits the Order. By providing a payment method, Customer expressly authorizes super.AI and/or super.AI’s third-party payment processor to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto. Customer agrees that super.AI may invoice Customer for any unpaid fees, including without limitation any amounts owed by Customer that cannot be processed. Customer is responsible for providing complete and accurate billing and contact information to super.AI and notifying super.AI of any changes to such information. Fees for Ancillary Services will be invoiced as set forth in an applicable SOW or Order. Except as otherwise set forth in the applicable Order or SOW, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to super.AI and notifying super.AI of any changes to such information.

8.3 **Overdue Charges.** If super.AI does not receive fees by the due date, then at super.AI’s discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and (b) super.AI may condition future purchases of Services and Orders on payment terms shorter than those specified in Section 8.2 (Invoices and Payment).

8.4 **Suspension of Service.** If any amounts owed by Customer for the Services are One (1) or more days overdue, super.AI may, without limiting super.AI’s other rights and remedies, suspend Customer’s and its Users’ access to the Services until such amounts are paid in full.

8.5 **Payment Disputes.** super.AI agrees that it will not exercise its rights under Section 8.3 (Overdue Charges) or Section 8.4 (Suspension of Service) if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

8.6 **Taxes.** “Taxes” means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with these Terms or any instrument, Order or agreement required hereunder, and all interest,

penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party's net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under these Terms or under any Order or similar document ancillary to or referenced by these Terms shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, super.AI has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by super.AI unless Customer has furnished super.AI with valid tax exemption documentation regarding such Taxes at the execution of these Terms or at the execution of any subsequent instrument, Order or agreement ancillary to or referenced by these Terms. Customer shall comply with all applicable tax laws and regulations. Customer hereby agrees to indemnify super.AI for any Taxes and related costs paid or payable by super.AI attributable to Taxes that would have been Customer's responsibility under this Section 8.6 if invoiced to Customer. Customer shall promptly pay or reimburse super.AI for all costs and damages related to any liability incurred by super.AI as a result of Customer's non-compliance or delay with its responsibilities herein. Customer's obligation under this Section 8.6 shall survive the termination or expiration of these Terms.

## 9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

9.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into these Terms and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under these Terms shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

9.2 **Evaluations of New Services.** From time to time super.AI may invite Customer to try, at no charge, super.AI products or services that are not generally available to super.AI customers ("**Non-GA Services**"). Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors (but shall not knowingly contain any undisclosed Malicious Code), and may be subject to additional terms that shall be provided by super.AI to Customer prior to or concurrent with super.AI's invitation to the applicable Non-GA Services. Non-GA Services are not considered "Services" hereunder. Supplier has the right to discontinue Non-GA Services at any time in its sole discretion and may never make them generally available.

9.3 **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 9, THE PLATFORM, SUPPORT SERVICES, ANCILLARY SERVICES AND ANY NON-GA SERVICES ARE PROVIDED ON AN AS-IS BASIS. CUSTOMER'S USE OF THE PLATFORM, SUPPORT SERVICES, ANCILLARY SERVICES AND NON-GA SERVICES IS AT ITS OWN RISK. SUPER.AI DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE EXPRESS WARRANTIES MADE BY SUPER.AI IN SECTION 9 ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. ANY SOFTWARE PROVIDED THROUGH THE PLATFORM IS LICENSED AND NOT SOLD. NO WARRANTIES OF ANY KIND WHATSOEVER ARE MADE FOR CUSTOMER'S BENEFIT IF CUSTOMER IS USING THE PLATFORM UNDER AN EVALUATION LICENSE OR BETA LICENSE.

NO AGENT OF SUPER.AI IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF SUPER.AI AS SET FORTH HEREIN. SUPER.AI DOES NOT WARRANT THAT: (A) THE USE OF THE SERVICES OR NON-GA SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE SERVICES OR NON-GA SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) THE SERVICES AND NON-GA SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE SERVICES AND NON-GA SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE SERVICES AND NON-GA SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND NON-GA SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPER.AI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE PLATFORM AND THE RESULTS PROVIDED BY THE PLATFORM ARE NOT INTENDED FOR USE IN MISSION-CRITICAL SYSTEMS, SUCH AS THOSE USED IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, IN-LINE MANUFACTURING, OR OTHER ACTIVITIES IN WHICH FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE OR HIGH NON FATAL DAMAGES ("HIGH RISK ACTIVITIES"). SUPER.AI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS OR TRANSACTIONS (INCLUDING, WITHOUT LIMITATION, ANY INVESTMENT DECISIONS, PURCHASES OR TRANSACTIONS) MADE BY CUSTOMER AND ITS AUTHORIZED USERS IN USING THE SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT (a) USE OF THE SERVICES IS AT THE SOLE RISK OF CUSTOMER AND ITS AUTHORIZED USERS; (b) SUPER.AI SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION IN USE OF THE SERVICES, DELAYS OR ERRORS CAUSED BY CUSTOMER'S USE OF THE SERVICES, OR ANY PART THEREOF; (c) SUPER.AI IS NOT A BROKER AND IS NOT PROVIDING ANY INVESTMENT ADVICE, IS NOT EXECUTING, ACCEPTING OR DIRECTING ANY TRADES FOR OR ON BEHALF OF ANY PERSON OR ENTITY, IS NOT PROVIDING ANY CLEARING SERVICES, IS NOT PROVIDING ANY TRADE OR ORDER CONFIRMATION AND IS NOT PROVIDING ANY SERVICES THAT REQUIRE LICENSING OR REGISTRATION WITH ANY REGULATORY BODY OR EXCHANGE; AND (d) SUPER.AI SHALL NOT BE RESPONSIBLE FOR (i) THE PROPER EXECUTION OR CLEARING OF ANY ORDER SENT USING THE SERVICES OR (ii) THE MANAGEMENT AND OVERSIGHT OF ANY AND ALL ORDERS PLACED, TAKEN AND/OR SUBMITTED BY CUSTOMER, INCLUDING, WITHOUT LIMITATION, THE CANCELLATION OF ANY SUCH ORDERS AND/OR THE OPENING AND CLOSING OF ANY TRADING ACCOUNTS. CUSTOMER SHALL HOLD SUPER.AI AND ITS DIRECTORS, MEMBERS, SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES (INCLUDING REASONABLE LEGAL FEES) ARISING OUT OF CUSTOMER'S USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, THE TRANSMISSION OF ANY ORDER USING THE SERVICES.

## 10. INDEMNIFICATION.

### 10.1 super.AI Indemnity.

(a) General. Unless Customer is using the Platform under an Evaluation License or a Beta License, super.AI, at its expense, shall defend Customer and its officers, directors and employees (the "**Customer Indemnified Parties**") from and against all actions, proceedings, claims and demands by a third party (a "**Third-Party Claim**") alleging that the Platform infringes any copyright or misappropriates any trade secret and



shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the Third Party bringing any such Third-Party Claim. super.AI's obligations under this Section are conditioned upon (i) super.AI being promptly notified in writing of any claim under this Section, (ii) super.AI having the sole and exclusive right to control the defense and settlement of the claim, and (iii) Customer providing all reasonable assistance (at super.AI's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without super.AI's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to super.AI's right to control the defense and settlement.

(b) Mitigation. If any claim which super.AI is obligated to defend has occurred, or in super.AI's determination is likely to occur, super.AI may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the Platform, (b) substitute a functionality equivalent, non-infringing replacement for such the Platform, (c) modify Platform to make it non-infringing and functionally equivalent, or (d) terminate these Terms and refund to Customer any prepaid amounts for Services not provided.

(c) Exclusions. Notwithstanding anything to the contrary in these Terms, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer's use of infringing Customer Content; (ii) use of the Platform in combination with any software, hardware, network or system not supplied by super.AI where the alleged infringement relates to such combination, (iii) any modification or alteration of the Platform other than by super.AI, (iv) Customer's continued use of the Platform after super.AI notifies Customer to discontinue use because of an infringement claim, (v) Customer's violation of applicable law; and (vi) Customer System.

(d) Sole Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY OF SUPER.AI WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE PLATFORM OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF SUPER.AI WITH RESPECT THERETO. NO INDEMNITIES OF ANY KIND WHATSOEVER ARE MADE FOR CUSTOMER'S BENEFIT IF CUSTOMER IS USING THE PLATFORM UNDER AN EVALUATION LICENSE OR BETA LICENSE.

10.2 **Customer Indemnity**. Customer shall defend super.AI and its licensors and their respective officers, directors and employees ("**super.AI Indemnified Parties**") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Customer Content or Customer System (and the exercise by super.AI of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party's privacy rights or Intellectual Property Rights; (b) Customer's use or alleged use of the Platform other than as permitted under these Terms; or (c) arising from the occurrence of any of the exclusions set forth in Section 10.1(c). Customer shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the Third Party bringing any such Third-Party Claim. Customer's obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) super.AI providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall super.AI settle any claim without Customer's prior written approval. super.AI may, at its own expense, engage separate counsel to advise super.AI regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.

## 11. **CONFIDENTIALITY.**

11.1 **Confidential Information**. "**Confidential Information**" means any and all non-public technical and non-technical information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions

(whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (d) the terms of these Terms and any Order or Statement of Work. Confidential Information of super.AI shall include the Platform, the documentation, the pricing, and the terms and conditions of this agreement. Confidential Information also includes all summaries and abstracts of Confidential Information.

**11.2 Non-Disclosure.** Each party acknowledges that in the course of the performance of these Terms, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under these Terms. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, contractors or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, contractors and agents who need access to such Confidential Information in order to effect the intent of these Terms and who are subject to confidentiality obligations at least as stringent as the obligations set forth in these Terms.

**11.3 Exceptions to Confidential Information.** The obligations set forth in Section 11.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of these Terms or any obligation of confidentiality by the Receiving Party. Nothing in these Terms shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

**11.4 Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## **12. PROPRIETARY RIGHTS.**

**12.1 Platform.** As between super.AI and Customer, all right, title and interest in the Platform and any other super.AI materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Platform, including all copyright rights, patent rights and other Intellectual Property Rights in each of the foregoing, belong to and are retained solely by super.AI or super.AI's licensors and providers, as applicable. If the Order is for an Evaluation License or a Beta License, Customer shall periodically provide super.AI with written feedback regarding Customer's use of the

Platform, the functionality of the Platform, any bugs, errors or deficiencies that Customer encounters regarding the operation and functionality of the Platform and any suggestions that Customer may have regarding improvement of such operation and functionality (“**Feedback**”). Additionally, Customer shall promptly respond to any questions that super.AI may have regarding such Feedback or to any other questions super.AI may have regarding Customer’s use of the Platform. Customer hereby does and will irrevocably assign to super.AI all Feedback and all Intellectual Property Rights in the Feedback.

12.2 **Customer Content.** As between super.AI and Customer, all right, title and interest in (a) the Customer Content, (b) modified version of the Customer Content that are prepared for Customer through Customer’s use of the Platform (“**Results**”), (c) other information input into the Platform by Customer (collectively, “**Other Information**”) and (d) all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Customer. Customer hereby grants to super.AI a limited, non-exclusive, royalty-free, worldwide license to use the Customer Content and Results and perform all acts with respect to the Customer Content and Results as may be necessary for super.AI to provide and improve the Services, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics (as defined in Section 11.3 below). To the extent that receipt of the Customer Content requires super.AI to utilize any account information from a third party service provider, Customer shall be responsible for obtaining and providing relevant account information and passwords, and super.AI hereby agrees to access and use the Customer Content solely for Customer’s benefit and as set forth in these Terms. As between super.AI and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content and the Results obtained through the use of such Customer Content.

12.3 **Aggregated Statistics.** Notwithstanding anything else in these Terms or otherwise, super.AI may monitor Customer’s use of the Services and use data and information related to such use, Customer Content, and Other Information in an aggregate and anonymous manner, including to improve and compile statistical and performance information related to the provision and operation of the Services (“**Aggregated Information**”). As between super.AI and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by super.AI. Customer acknowledges that super.AI will be compiling Aggregated Statistics based on Customer Content, Other Information, and information input by other customers into the Platform and Customer agrees that super.AI may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

12.4 **super.AI Developments.** All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of super.AI, whether solely or jointly, including without limitation, in connection with super.AI’s performance of the Ancillary Services hereunder, including (unless otherwise expressly set forth in an applicable SOW) all Deliverables (“**super.AI Developments**”) and all Intellectual Property Rights therein, shall be the sole and exclusive property of super.AI. Customer agrees that, except for Customer Confidential Information, to the extent that the ownership of any contribution by Customer or its employees to the creation of the super.AI Developments is not, by operation of law or otherwise, vested in super.AI, Customer hereby assigns and agrees to assign to super.AI all right, title and interest in and to such super.AI Developments, including without limitation all the Intellectual Property Rights therein, without the necessity of any further consideration.

12.5 **Further Assurances.** To the extent any of the rights, title and interest in and to Feedback or super.AI Developments or Intellectual Property Rights therein cannot be assigned by Customer to super.AI, Customer hereby grants to super.AI an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. If the foregoing assignment and license are not enforceable, Customer agrees to waive and never assert against super.AI those non-assignable and non-licensable rights, title and interest. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as super.AI may reasonably request, to perfect ownership of the Feedback and super.AI Developments. If Customer is unable or unwilling to execute any such document or take any such action, super.AI may execute such document and take

such action on Customer's behalf as Customer's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

12.6 **License to Deliverables.** Subject to Customer's compliance with these Terms, super.AI hereby grants Customer a limited, non-exclusive, non-transferable license to use the Deliverables solely in connection with Customer's authorized use of the Platform. Notwithstanding any other provision of these Terms: (i) nothing herein shall be construed to assign or transfer any Intellectual Property Rights in the proprietary tools, source code samples, templates, libraries, know-how, techniques and expertise ("**Tools**") used by super.AI to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include the Tools.

### 13. **LIMITATION OF LIABILITY.**

13.1 **No Consequential Damages.** NEITHER SUPER.AI NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF SUPER.AI OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE PLATFORM, ANCILLARY SERVICES, SUPPORT SERVICES OR THE RESULTS THEREOF. SUPER.AI WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

13.2 **Limits on Liability.** NEITHER SUPER.AI NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO SUPER.AI UNDER THESE TERMS DURING THE PERIOD OF SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

13.3 **Essential Purpose.** CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 13 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

### 14. **TERM AND TERMINATION.**

14.1 **Term.** The term of these Terms commences on the date they are accepted by Customer continues until terminated as provided herein.

14.2 **Termination for Cause.** A party may terminate these Terms and any Statement of Work upon written notice to the other party in the event the other party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of any provision of these Terms and does not remedy such breach within thirty (30) days after receipt of notice from the other party or such other period as the parties may agree. Upon any termination for cause by Customer, super.AI shall refund Customer any prepaid fees for any Services not yet provided. Upon any termination for cause by super.AI, Customer shall pay any unpaid fees covering the remainder of the term of all Orders after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to super.AI for the period prior to the effective date of termination.

14.3 **Effects of Termination.** Upon expiration or termination of these Terms, (a) Customer's use of and access to the Platform and super.AI's performance of all Support Services and Ancillary Services shall cease; (b) all Orders and Statements of Work shall terminate; and (c) all fees and other amounts owed to super.AI shall be immediately due and payable by Customer, including without limitation, all fees incurred under any outstanding Statement of Work up through the date of termination for any Ancillary Services completed and a pro-rated portion of the fees incurred for any partially completed Ancillary Services. super.AI shall have no obligation to maintain or provide any Customer Content or Results and may thereafter, unless legally prohibited, delete all Customer Content and/or Results in its systems or otherwise in its possession or under its control. In addition, within ten (10) days of the effective date of termination each Receiving Party shall: (a) return to the Disclosing Party, or at the Disclosing Party's option, the Receiving Party shall destroy, all items of Confidential Information (other than the Customer Content and Results) then in the Receiving Party's possession or control, including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Disclosing Party that it has complied with the foregoing.

14.4 **Survival.** This Section and Sections 1, 2.2, 2.4, 8, 9, 10, 12, 13, 14.4, 15 shall survive any termination or expiration of these Terms.

## 15. MISCELLANEOUS.

15.1 **Notices.** All notices which any party to these Terms may be required or may wish to give may be given by addressing them to the other party at the addresses set forth below (or at such other addresses as may be designated by written notices given in the manner designated herein) by (a) personal delivery, (b) sending such notices by commercial overnight courier with written verification of actual receipt, (c) by email, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) one hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a business day or is after 5:00 pm (addressee's time) it is deemed to be received at 9:00 am on the following business day, or (d) sending them by registered or certified mail. If so mailed or otherwise delivered, such notices shall be deemed and presumed to have been given on the earlier of the date of actual receipt or three (3) days after mailing or authorized form of delivery. All communications and notices to be made or given pursuant to these Terms shall be in the English language.

15.2 **Governing Law.** These Terms and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of Washington as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. Any dispute arising out of or in connection with these Terms, including but not limited to any question regarding its existence, interpretation, validity, performance, or termination, or any dispute between the parties arising from the parties' relationship created by these Terms, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association under its rules. The number of arbitrators shall be one (1). The parties shall endeavor to agree upon the sole arbitrator and jointly nominate the arbitrator. If the parties cannot agree upon the sole arbitrator within a time prescribed by AAA, the parties shall request the AAA to propose five (5) arbitrators and each party shall rank the proposed arbitrators. The AAA shall appoint an arbitrator from the list of five (5), based upon the parties' rankings. The seat, or legal place of arbitration shall be Washington, United States. Notwithstanding the foregoing, super.AI has the right to pursue equitable relief in the state and federal courts located in Washington, and Customer agrees to the exclusive jurisdiction and venue of such courts.

15.3 **Publicity.** super.AI has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in super.AI business development and marketing efforts, including without limitation super.AI's web site.

15.4 **No Solicitation of Employees.** Customer agrees that, so long as these Terms remain in effect, and for a period of one (1) year following their termination, it will not directly solicit for employment the employees of super.AI without super.AI's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites.

15.5 **U.S. Government Customers.** If Customer is a Federal Government entity, super.AI provides the Platform, including related software and technology, for ultimate Federal Government end use solely in accordance with the following: Government technical data rights include only those rights customarily provided to the public with a commercial item or process and Government software rights related to the Platform include only those rights customarily provided to the public, as defined in these Terms. The technical data rights and customary commercial software license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in these Terms.

15.6 **Export.** The Platform utilizes software and technology that may be subject to United States and foreign export controls. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Platform, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Platform may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. super.AI and its licensors make no representation that the Platform is appropriate or available for use in other locations. Any diversion of the Customer Content or Results contrary to law is prohibited. None of the Customer Content or Results, nor any information acquired through the use of the Platform, is or will be used for nuclear activities, chemical or biological weapons, or missile projects.

15.7 **General.** Customer shall not assign its rights hereunder, or delegate the performance of any of its duties or obligations hereunder, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of super.AI. Any purported assignment in violation of the preceding sentence is null and void. Subject to the foregoing, these Terms shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. Except as otherwise specified in these Terms, these Terms may be amended or supplemented only by a writing that refers explicitly to these Terms and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any of these Terms is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of the Terms will remain in full force. The parties are independent contractors and nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties. These Terms, including all applicable Orders, and Statements of Work, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral. Except for your payment obligations hereunder, neither party shall be liable to the other party or any third party for failure or delay in performing its obligations under these Terms when

such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.