you.com

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is by and between SuSea, Inc., a Delaware corporation ("**Provider**", "**we**" or "**our**") and you or the entity that you represent ("**Customer**", "**you**" or "**your**"). Provider and Customer are collectively the "**Parties**" and each a "**Party**." The Agreement consists of these terms and any other documents incorporated herein by reference, including without limitation our Acceptable Use Policy ("**AUP**"), the applicable Third-Party Provider Terms, and any applicable Data Processing Agreement or Security Addendum agreed to by the parties.

This Agreement takes effect upon the earliest of Customer's first use of the Services, or the Effective Date listed in any Order Form. You represent and warrant that you are lawfully able to enter into the contract, and that you have the right, power, and authority to enter into this Agreement on behalf of yourself or the entity that you represent and bind such entity to this Agreement.

1. Definitions.

"API" means Provider's application programming interfaces and related endpoints through which the Services are made available.

"API Keys" means the credentials, tokens, or keys issued by or on behalf of Provider that permit access to the API.

"Customer Applications" means any applications, products or services offered by Customer that are designed to access the API.

"Customer Content" means, collectively, Inputs and Outputs.

"Documentation" means the documentation relating to the Services that Provider makes available to Customer in any form or medium from time to time including via the Website.

"End Users" means, collectively, all third party end users of the Customer Applications.

"Inference Router Services" means specialized platform that helps enterprises integrate, deploy and manage AI tools, including large language models and other AI services.

"Inputs" means any prompts, queries, instructions, files, images, audio, data, or other content that Customer or its End Users submit or make available to the Services

"Marks" means a Party's proprietary trademarks, trade names, logos or other branding made available for use in connection with this Agreement.

"Minimum Commitment" means any minimum spend, volume, or usage commitment set forth in an Order Form.

"Models" means the machine learning and artificial intelligence models (including large language, embedding, reranking, image, audio, video, speech, and multimodal models) made available through the API as part of the Services, including each version thereof, and consisting of Provider Models and/or Third-Party Models.

"**Order Form**" means an order form executed by and between Provider and Customer which provides for the provision of the Services to Customer by Provider.

"**Outputs**" means any outputs, completions, responses, embeddings, images, audio, code, or other content generated by a Model in response to Inputs and returned to Customer.

"**Provider Models**" means Models that are licensed, developed, distributed as white label services and/or owned by Provider and made available by Provider under this Agreement, excluding Third-Party Models.

"**Rate Limits**" means any limits on requests, tokens, concurrency, throughput, or other usage of the Services, as set forth in the Documentation, the Order Form, or Customer's account.

"Search Services" means the web search services and programmatic interface that enable software to send search queries to a search engine or web index and get back structured results.

"**Services**" means, collectively, the Provider's solutions and products including without limitation the Search Services or the Inference Services, the Models, the Third-Party Services, and any related support, in each case as made available by Provider to Customer under this Agreement or an Order Form, and includes any Updates thereto.

"**Third-Party Content**" means materials and information, in any form or medium, that are not proprietary to Provider, including any third party documents, text, images, video, audio, data, information or other materials not provided by Provider, whether or not reproduced in or referenced by Outputs.

"**Third-Party Model**" means any Model that is developed or owned by a third party, whether made available by Provider through access to a Third-Party Provider's hosted service or hosted by Provider under a license from such third party (including under an open-source, open-weight, or community license).

"**Third-Party Provider**" means a third party (together with its licensors) that develops, owns, licenses, hosts, or operates a Third-Party Service or Third-Party Model including all of the model providers available and bundles as part of the Services.

"**Third-Party Provider Terms**" means all terms, policies, licenses, and requirements of a Third-Party Provider that apply to the use of a Third-Party Service or Third-Party Model (including any terms of service, license agreement, acceptable or prohibited use policy, usage policy, data-handling terms, and supplemental terms), as identified in the Documentation or an Order Form, or otherwise made available or notified to Customer by Provider, in each case as updated from time to time.

"**Third-Party Services**" means any services, Third-Party Models, application programming interfaces, tools, or other offerings that are developed, owned, or operated by a Third-Party Provider and that Provider distributes, resells, or otherwise makes available to Customer through the Services.

"**Updates**" means any updates, bug fixes, patches, or other error corrections to the Services.

"**Usage Data**" means technical and operational data generated by or about Customer's use of the Services, such as request and token counts, timestamps, Model identifiers, latency, error and Rate Limit events, and billing records, but excluding the content of Inputs and Outputs.

"**Website**" means the Provider's websites used for the Services, including you.com and any subdomains thereof.

2. License.

a. License Grant. Provider hereby grants Customer a limited, worldwide, revocable (as provided in this Agreement), non-exclusive, non-transferable and non-assignable, non-sublicensable license during the Term to (i) use the Services and Documentation solely to develop, test, and integrate the Services with all Customer Applications and to make the Services available to End Users through the Customer Applications; (ii) access and use, through the API, the Models and Third-Party Services identified in an Order Form or the Documentation, subject to the restrictions in this Agreement and, for Third-Party Services, Section 14 and the applicable Third-Party Provider Terms; (iii) use Outputs as provided in Section 8; and (iv) use and display the Provider's Marks solely as provided herein.

b. Use Restrictions. Customer shall not use the Services, Documentation or Provider's Marks for any purposes beyond the scope of the license granted in this Agreement and the restrictions in this Section. Customer shall not and shall not permit End Users or others to: (i) use the Services, any Model, or any Outputs to create, train, re-train, fine-tune, distill, or otherwise improve, or to benchmark or evaluate for such purposes, any artificial intelligence model or service offered by Customer, or to extract or replicate any Model, in each case other than as specified in an Order Form or expressly permitted by the applicable Third-Party Provider Terms; (ii) create derivative works of the Services, Documentation, or any Model, except to the extent expressly permitted by an Order Form or by the license or Third-Party Provider Terms applicable to a Third-Party Model; (iii) rent, lease, lend, sell, distribute, publish, sublicense, assign, transfer, or otherwise make available the Services, or Documentation to any third party, in whole or in part, except to End Users as an integral part of the Customer Applications; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component, model weights, parameters, architecture, or non-public training data of, the Services or any Model, in whole or in part; (v) circumvent or bypass Rate Limits or other service limits through any method, including by creating multiple accounts; (vi) remove any proprietary notices from the Services or Documentation; (vii) use the Services or Outputs in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation; (viii) use the Services, or Documentation in any manner that harms Provider or any Third-Party Provider, including without limitation, their products, services, systems, infrastructure, brand, or goodwill; (ix) combine or integrate the Services with any software, services, systems, technology or materials not otherwise authorized in the Documentation, other than Customer Applications; (x) use the Services in Customer Applications to replicate or attempt to replace the functionality of the Services or circumvent use of the Services; (xi) attempt to obfuscate or conceal Customer's identity, the identity of the Customer Applications, or the identity of End Users when requesting authorization to use of the Services; (xii) offer, redistribute, resell, or sublicense access to the Services, in whole or in part, on a standalone, pass-through, proxy, or gateway basis, other than as an integral part of the Customer Applications; (xiii) circumvent, disable, or interfere with any safety mitigation, content filter, moderation, monitoring, or usage restriction of Provider or any Third-Party Provider, including through jailbreaking, prompt injection, or other techniques intended to elicit prohibited Outputs, other than good-faith security testing that Provider has authorized in writing in advance; (xiv) use the Services in violation of, or in a manner that causes Provider to violate any Third-Party Provider Terms, including any restrictions on permitted use cases, End User age, or geographic location set forth therein;

(xv) represent or imply that Outputs are human-generated, use Outputs to deceive or impersonate any person, or fail to disclose that End Users are interacting with an artificial intelligence system where such disclosure is required by applicable law or the Third-Party Provider Terms; (xvi) publish or disclose to any third party the results of any benchmark, performance, or comparative testing of the Services or any Model without Provider's prior written consent; (xvii) upon expiration or termination of this Agreement, continue any further use of the Services, or Documentation or retain Documentation or materials in Customer's possession and control; or (xviii) use the Services in connection with any spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, unsolicited mass distribution of email, multi-level marketing, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous material, or any illegal activities.

3. Customer Responsibilities.

a. Compliance Obligations. Customer shall comply with (i) this Agreement including the AUP; (ii) the Documentation; (iii) the Third-Party Provider Terms applicable to the Third-Party Services that Customer uses; and (iv) all applicable laws, rules, and regulations, including those relating to privacy and data protection, consumer protection, export controls and sanctions, and the development, deployment, and use of artificial intelligence.

b. End Users. Customer shall ensure that each of its End Users is bound by a written agreement with Customer pursuant to which such End User agrees to be bound by obligations substantially similar to those in Section 2(b), the AUP found at https://you.com/acceptable-use-policy-oct-2026, and any Third-Party Provider Terms restrictions that Provider identifies in the Documentation as required to be passed through to end users. Customer is solely responsible and liable for all acts and omissions of End Users including fraud and abuse by its End Users. Customer shall (i) monitor the use of the Customer Applications for End User use that may violate such obligations to Customer or may be a breach of this Agreement by Customer; and (ii) promptly suspend or restrict such End Users from use of the Customer Applications.

c. Attribution. In any Customer Application integrated with the Services, Customer may provide attribution to Provider. Customer's use of Provider's Marks will not create any right, title, or interest in or to Provider's Marks in favor of Customer and all goodwill associated with the use of Provider's Marks will inure to the benefit of Provider. Where the Third-Party Provider Terms require attribution to, or disclosure of, a Third-Party Provider or a Model, Customer shall comply with those requirements.

d. Responsible Use; Human Oversight. Customer is solely responsible for evaluating Outputs for accuracy, completeness, appropriateness, and legality before using, publishing, or relying on them, and for implementing human review, safeguards, and disclosures that are appropriate for Customer's use cases. Without limiting the foregoing, Customer represents that it shall not use the Services as the sole basis for decisions that produce legal or similarly significant effects on any individual, or in any high-risk or regulated context that is restricted by the AUP, the Third-Party Provider Terms, or applicable law, unless such use is permitted and appropriate human oversight is in place. Customer shall promptly notify Provider of any actual or suspected misuse of the Services, safety incident, or Output that Customer reasonably believes is unlawful or presents a material risk of harm, and shall reasonably cooperate with Provider's and any Third-Party Provider's investigation of the same.

e. Customer Content. Customer is solely responsible for the Inputs, including their accuracy, quality, and legality, and represents and warrants that it has, and will maintain, all rights, licenses, consents, and notices necessary to submit the Inputs to the Services and to permit Provider, Third-Party Providers, and Subprocessors to process them as described in this Agreement or a DPA, if applicable. Customer is solely responsible for its and its End Users' use and distribution of Outputs.

f. Automated Actions; Enabled Tools. Where Customer enables, or any Customer Application or End User uses, any AI agent, tool, application, or automated workflow to take actions on Customer's behalf or to access the Services using Customer's credentials, API Keys, or Customer Content ("Enabled Tools"), Customer is responsible for configuring appropriate settings, permissions, confirmation processes, and other safeguards, and for monitoring them to ensure that they meet Customer's compliance, security, and other needs. Customer authorizes and agrees to be legally bound by all actions taken by or through Enabled Tools on its behalf, and is responsible for all costs they incur. Provider is not responsible for any loss, damage, liability, or other consequence arising from actions taken by or through Enabled Tools or from Customer's configuration of the Services.

g. Customer Applications. Customer is solely responsible for each Customer Application and represents and warrants that (i) it has all rights necessary to distribute and make each Customer Application available, including any required third-party agreements; (ii) no Customer Application infringes, misappropriates, or violates any third party's rights; (iii) each Customer Application complies with all applicable laws and regulations, including privacy laws; (iv) it will use commercially reasonable efforts to protect data processed by Customer Applications from unauthorized access or use; and (v) no Customer Application will introduce malicious software into the Services. Customer shall (A) provide each End User with separate terms of use and a privacy policy that accurately discloses how the Customer Application collects, uses, discloses, retains, and otherwise processes personal information and that comply with applicable law; (B) comply with all data subject requests relating to data processed by Customer Applications; and (C) disclose to End Users in advance that the Customer Application uses artificial intelligence. Provider has no responsibility or liability under Customer's terms of use or privacy policy.

4. Updates; Model Changes; Availability.

a. Updates. Provider may make Updates to the Services and/or the Third Party Services available to Customer, each of which are a part of the Services and are subject to terms and conditions of this Agreement. Provider will use commercially reasonable efforts to ensure that any Updates do not materially degrade the functionality of the Services. Provider may require Customer to access and use the most recent version of the Services. Updates may require that Customer modify integrations between the Services and Customer Applications, which modifications shall be Customer's sole responsibility and expense. Provider will use commercially reasonable efforts to provide Customer with advance written notice of material Updates, which notice may be provided via the Website or other means by which general notice is provided to Provider's other customers.

b. Model Changes and Deprecation. Provider may add, modify, replace, restrict, or discontinue its relationship with Third Party Services providers, Model partners, Models, Model versions, and features at any time. Provider will use commercially reasonable efforts to provide Customer with at least thirty (30) days' advance notice before discontinuing a generally available Provider Model that Customer is actively using, but may provide shorter or no notice where reasonably necessary for security, safety, or legal or

regulatory compliance, or as a result of a change by a Third-Party Provider (in which case Section 14(e) applies). Customer acknowledges that Models are updated over time, that different Models and Model versions may generate different Outputs from the same Inputs, and that Outputs are not deterministic. Where an Order Form identifies a specific Model or Model version, Provider will not replace it with a different Model without notice to Customer, except as provided in this Section 4 or Section 14.

c. Routing; Availability; Rate Limits; Support. Unless an Order Form provides otherwise, if Customer has selected Inference Router Services, Provider may route, load-balance, or fail over Customer's requests across infrastructure, regions, cloud providers, and Third-Party Providers that make available the same Model, provided that such processing remains subject to Section 6 and any data location commitments in the Order Form or DPA. The Services are subject to Rate Limits, which Provider may modify from time to time. Provider does not guarantee the capacity, availability, latency, or throughput of the Services or of any Model, and no service level commitment applies unless it is set forth in an Order Form or in a separate service level agreement signed by Provider. Customer's access to Third-Party Services further depends on the availability of the applicable Third-Party Provider's services. Support, if any, will be provided as described in the Documentation or the Order Form, and Provider is Customer's sole point of contact for support for the Services, including Third-Party Services.

5. Fees and Payment.

a. Fees. Customer shall pay Provider the fees ("Fees") set forth in the applicable Order Form and its usage reporting and invoices provided. Unless the Order Form states otherwise, Fees are usage-based and are calculated from Provider's measurement of Customer's use of the Services (for example, by tokens, requests, compute time, or other units specified in the Order Form or the Documentation), which measurement is conclusive absent manifest error. Unless the Order Form states otherwise, (i) Minimum Commitments are payable regardless of actual usage; and (ii) prepaid Fees and credits that are not used expire [twelve (12)] months after purchase. Prepaid Fees and credits are not legal tender or currency, are not redeemable for cash, are non-transferable, and may be suspended or forfeited upon any suspension or termination of Customer's access resulting from Customer's breach. Fees for Third-Party Services are further subject to Section 14(f). Customer shall make all payments hereunder in United States dollars on or before the due date by a means specified by Provider. Customer authorizes Provider to charge the payment method on file for all Fees when due and, if Provider detects elevated, irregular, or anomalous usage, to charge accrued Fees in advance of the invoice date. All payments are non-refundable except as otherwise expressly provided in this Agreement or as required by law. If Customer fails to pay the Fees when due, Provider may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly, or if lower, the highest rate permitted under applicable law, and Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

b. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of Taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income ("Taxes"). If any Taxes are required by applicable law to be withheld on payments Customer makes to Provider, the amount payable by Customer will be increased by the amount necessary so that Provider receives, after such withholding, the full amount it would have received absent the withholding, and

Customer shall pay the withheld amount to the appropriate taxing authority and provide Provider with official receipts or other documentation evidencing such payment. Customer must ensure that any Taxes withheld are minimized to the extent possible under applicable law.

c. No Deductions or Setoffs. All amounts payable to Provider under this Agreement shall be paid by Customer to Provider in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason, other than Taxes withheld in accordance with Section 5(b).

d. Disputed Fees. If Customer disputes any Fees in good faith, Customer shall notify Provider in writing within fifteen (15) days after the receipt of the applicable invoice, describing the basis for the dispute in reasonable detail, and shall timely pay all undisputed amounts. The Parties will work in good faith to resolve the dispute promptly. Fees that are not disputed within such period are deemed accepted.

6. Data Protection.

a. Account and Business Data. Provider may process certain data and information about Customer or Customer's employees, contractors, or agents as part of its performance hereunder. Customer consents to all processing activities by Provider with respect to such data and information in accordance with the then-current version of Provider's privacy notice and data protection addendum available on the Website ("Privacy Notice").

b. Processing of Customer Content. Provider will process Customer Content only (i) to provide, maintain, secure, and support the Services, including by transmitting Inputs to, and receiving Outputs from, Models and Third-Party Providers; (ii) to prevent, detect, and investigate abuse, fraud, security incidents, and violations of this Agreement, the AUP, or the Third-Party Provider Terms; (iii) to comply with applicable law or legal process; and (iv) as otherwise instructed or permitted by Customer or this Agreement.

c. No Training; Retention. Provider will not use Customer Content to train, re-train, or fine-tune any Model, except (i) with Customer's prior written consent, including through an opt-in set forth in an Order Form or in Customer's API account settings; or (ii) to create customized or fine-tuned Models for Customer's use, where Customer has requested such a feature. The use of Customer Content by Third-Party Providers (including for training) is governed by the applicable Third-Party Provider Terms, which Provider will identify in the Documentation, and Provider makes no commitment regarding such use except as expressly stated in an Order Form. Provider will retain Customer Content in its systems only for as long as reasonably necessary to provide the Services, and in any event for no longer than the period described in the Documentation after processing, except where (A) retention is required by applicable law or legal process, or is reasonably necessary to investigate and address a suspected violation of this Agreement, the AUP, or the Third-Party Provider Terms; (B) Customer uses a feature of the Services that requires storage of Customer Content for a longer period, as described in the Documentation; or (C) the Order Form provides otherwise. If an Order Form provides for zero or reduced data retention, that commitment applies only to the Models and Third-Party Services that the Documentation identifies as supporting it. Retention periods and practices of Third-Party Providers for Third-Party Services are as described in the Documentation and the applicable Third-Party Provider Terms, and may differ from those that apply to Provider's own systems.

d. Data Processing Agreement; Personal Data. To the extent Customer Content includes personal data that is subject to applicable data protection laws, the Parties will comply with the data protection addendum that forms part of the Privacy Notice, or any Data Processing Agreement otherwise executed between the Parties (as applicable, a "**DPA**"), which is incorporated herein by reference. Customer is responsible for determining whether the Services are appropriate for the personal data that Customer submits, and for providing any required notices and obtaining any required consents or establishing any other required legal basis for such processing.

e. Third-Party Providers and Subprocessors. Customer authorizes Provider to disclose Customer Content, Usage Data, and information about Customer and End Users to Third-Party Providers and to Provider's other subprocessors, cloud and infrastructure providers, and service providers (collectively, "**Subprocessors**") solely to the extent necessary to provide the Services, to comply with the Third-Party Provider Terms and applicable law, and to detect, investigate, and prevent abuse. Provider will identify in the Documentation or the DPA the Third-Party Providers and other Subprocessors that process Customer Content, and will give notice of additions or changes via the Website or by email. Provider will enter into written agreements with Subprocessors that impose data protection obligations consistent with applicable data protection laws and, as to Customer Content, materially consistent with this Section 6 and any applicable DPA. Provider is responsible for the performance of its Subprocessors (other than Third-Party Providers) under this Section 6, subject to Section 11. The processing of Customer Content by Third-Party Providers is governed by the applicable Third-Party Provider Terms and Section 14, and Provider is not responsible for it except as expressly provided in Section 14(g).

f. Sensitive Data. Unless an Order Form expressly permits it and the Customer enables levels of service appropriate to the uploading and processing of sensitive data, Customer shall not submit, and shall not permit End Users to submit, to the Services any (i) protected health information subject to the U.S. Health Insurance Portability and Accountability Act or similar health privacy laws; (ii) payment card data subject to the Payment Card Industry Data Security Standard; (iii) government-issued identification numbers; (iv) personal information of children under the age of 13 (or any higher age specified by applicable law); (v) biometric or genetic data; (vi) other special categories of personal data under applicable data protection laws; or (vii) data that is subject to export control or similar restrictions that would prohibit its processing by Provider or Third-Party Providers. Provider is not responsible for compliance with laws that apply to such data where Customer submits such data in violation of this Section.

g. Security. Provider shall implement and maintain reasonable technical, administrative, and physical safeguards designed to protect Customer Content and the operation of the Services, as further described in any applicable Security Addendum. Provider will notify Customer without undue delay after Provider becomes aware of any unauthorized access to or disclosure of Customer Content in the possession or control of Provider or its Subprocessors. Customer is responsible for the security of its own environment, accounts, credentials, API Keys, and Customer Applications, for configuring the Services in accordance with the Documentation, and for maintaining its own backups of Customer Content. Provider will have no liability for any unauthorized access to or use of, or any corruption, deletion, destruction, or loss of, Customer Content to the extent attributable, in whole or in part, to the acts or omissions of Customer or its End Users, misconfiguration, compromised credentials, or malware or insecurity in a Customer Application.

you.com

7. Confidentiality.

a. Confidential Information. In connection with this Agreement, each Party (as the **"Disclosing Party"**) may disclose or make available Confidential Information to the other Party (as the **"Receiving Party"**). **"Confidential Information"** means information in any form or medium (whether oral, written, electronic or other) that (i) is marked "confidential" or "proprietary" or is identified as confidential or proprietary when disclosed; or (ii) would reasonably be understood to be confidential or proprietary. Without limiting the foregoing, (A) the API, Documentation, non-public information about the Models and Third-Party Services (including their architecture, performance, and pricing), and the terms and existence of this Agreement are the Confidential Information of Provider; and (B) Customer Content is the Confidential Information of Customer, subject to Provider's rights under Sections 6 and 8.

b. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

c. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall during the Term and for two years following the Term (or, in the case of Customer Content and any Confidential Information that constitutes a trade secret under applicable law, for so long as it remains Customer Content or a trade secret, respectively): (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) not disclose or permit access to Confidential Information other than to its personnel, contractors or agents (and, in the case of Provider, Third-Party Providers and other Subprocessors in accordance with Section 6) (**"Representatives"**) who need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement and are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section; (iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (iv) be responsible for any of its Representatives' violations of their obligations with respect to such Confidential Information.

d. Compelled Disclosure. If the Receiving Party or any of its Representatives is compelled by a court, other government body or applicable law to disclose any Confidential Information then, to the extent permitted, the Receiving Party will: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section 7; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. The Receiving Party will disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

8. Intellectual Property.

a. Intellectual Property Ownership. (i) Provider is the sole and exclusive owner of all right, title, and interest, including all intellectual property rights, in and to the API, Documentation, Provider Models, and Provider's Marks, subject to the limited licenses granted under this Agreement and to the rights of third parties in any Third-Party Content and any third-party or open-source components; (ii) as between Provider and Customer, each Third-Party Provider owns all right, title, and interest, including all intellectual property rights, in and to its Third-Party Services and Third-Party Models, as provided in Section 14; and (iii) as between Provider and Customer, and subject to this Agreement and the Third-Party Provider Terms, Customer is the sole and exclusive owner of all right, title, and interest, including all intellectual property rights, in and to the Inputs, the Outputs, and Customer's Marks, subject to the limited licenses granted under this Agreement and to the rights of third parties in any Third-Party Content referenced, linked to or included in Outputs. Provider hereby assigns to Customer any right, title, and interest that Provider may have in the Outputs delivered to Customer, to the extent permitted by the applicable Third-Party Provider Terms. Provider makes no representation or warranty that Outputs are eligible for intellectual property protection or that Customer will obtain any intellectual property rights in Outputs under applicable law.

b. License to Customer Content. Customer hereby grants Provider a worldwide, non-exclusive, royalty-free and fully paid license during the Term (and thereafter solely for the retention and legal compliance purposes described in Section 6) to host, copy, transmit, process, and otherwise use Customer Content solely for the purposes permitted by Section 6, including to provide the Services and the Outputs and otherwise perform hereunder. Provider may sublicense such rights to Third-Party Providers and other Subprocessors solely for such purposes.

c. Customer Cooperation and Notice of Infringement. Customer will use commercially reasonable efforts to safeguard the use and access of the Services and Models from fraud, infringement, misappropriation, theft, misuse, unauthorized disclosure, unauthorized copying, model extraction, or unauthorized access. Customer will promptly notify Provider when Customer becomes aware of any activity in violation of the foregoing and will fully cooperate with Provider in any legal action taken by Provider to maintain and enforce Provider's intellectual property rights in the Services, Documentation and Provider Models.

d. Third-Party Content. Customer acknowledges and agrees that (i) Outputs may reference, link to, include, reproduce, or be similar to Third-Party Content or other materials that are proprietary to a third party and not Provider; (ii) Customer's use of Outputs and Third-Party Content in or with the Customer Applications may be subject to the intellectual property rights of such Third-Party Content's owner(s) or licensor(s); and (iii) Customer is solely responsible for determining whether it has the rights necessary to use, publish, or distribute Outputs for its intended purposes.

e. Feedback. Customer may, from time to time, provide Provider with feedback, suggestions, or comments regarding the Services, Documentation, Models, or Provider's products, services, or business (**"Feedback"**). Any Feedback is provided voluntarily, and without confidentiality or other obligations. Provider may use, modify, or incorporate such Feedback in the Services, API, Documentation, its business, products, and services without restriction and without any obligation to Customer, and may share Feedback regarding a Third-Party Service with the applicable Third-Party Provider.

f. Usage Data. As between the Parties, Provider owns all right, title, and interest in and to Usage Data. Provider may use Usage Data, including metadata, for the operation of the Serivces and usage tracking and other financial metrics, during and after the Term, provided that Provider will disclose Usage Data to third parties only in aggregated or de-identified form that does not identify Customer or any End User and does not contain Customer Content.

9. Disclaimers.

THE SERVICES, MODELS, DOCUMENTATION AND OUTPUTS ARE PROVIDED "AS IS," AND "AS AVAILABLE." PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, API, MODELS, DOCUMENTATION, OUTPUTS, OR PROVIDER MARKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, INCLUDING THE CUSTOMER APPLICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

OUTPUTS ARE GENERATED THROUGH THE USE OF AND ACCESS TO ARTIFICIAL INTELLIGENCE MODELS USING EMERGING TECHNOLOGY AND MAY BE INACCURATE, INCOMPLETE, OUTDATED, BIASED, OFFENSIVE, OR MISLEADING, MAY CONTAIN FABRICATED INFORMATION, AND MAY RESEMBLE OR REPRODUCE THIRD-PARTY CONTENT. OUTPUTS ARE NOT INTENDED TO MEET CUSTOMER'S OR ANY OTHER PERSON'S PROFESSIONAL, LEGAL, REGULATORY, ETHICAL OR OTHER OBLIGATIONS, OR TO BE USED TO PROVIDE DIRECT LEGAL, MEDICAL, HEALTH, FINANCIAL OR OTHER ADVICE. OUTPUTS MAY BE THE SAME OR SIMILAR TO THOSE PROVIDED TO OTHER CUSTOMERS. CUSTOMER IS SOLELY RESPONSIBLE FOR EVALUATING OUTPUTS AND FOR ANY USE OF OR RELIANCE ON THEM.

THIRD-PARTY SERVICES, THIRD-PARTY MODELS, AND THIRD-PARTY CONTENT ARE PROVIDED "AS IS," AND "AS AVAILABLE," AND ARE PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND BY PROVIDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PROVIDER DOES NOT CONTROL THIRD-PARTY PROVIDERS AND DISCLAIMS ALL LIABILITY FOR THE AVAILABILITY, PERFORMANCE, ACCURACY, SECURITY, AND LEGALITY OF THIRD-PARTY SERVICES, AND FOR ANY CHANGE TO OR DISCONTINUATION OF THEM, EXCEPT FOR THE PASS-THROUGH OF REMEDIES AS EXPRESSLY PROVIDED IN SECTION 14(g). PROVIDER IS NOT RESPONSIBLE FOR ANY DISCLOSURE, MODIFICATION, OR DELETION OF CUSTOMER CONTENT RESULTING FROM ACCESS BY ANY THIRD-PARTY SERVICE OR THIRD-PARTY PROVIDER.

10. Indemnification.

a. No Indemnity by Provider. Except for the pass-through of third-party remedies expressly provided in Section 14(g), Provider does not provide any defense, indemnity, or hold-harmless obligation to Customer, its End Users, or any other person with respect to the Services, Documentation, Models, Third-Party Services, Customer Content, Outputs, or Third-Party Content, notwithstanding anything to the contrary in this Agreement, any Order Form, or any other document. This Section 10 and Section 14(g) set forth Provider's entire obligation, and Customer's sole and exclusive remedy, with respect to any

third-party claim. Provider does not offer direct obligations or indemnities or other representations or warranties to Customer from its own providers and subprocessors.

b. By Customer. Customer agrees to defend, indemnify, and hold harmless Provider and its officers, directors, employees, agents, affiliates, successors, and assigns, and the Third-Party Providers and their respective licensors, officers, directors, and employees (collectively, the "Provider Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees ("Losses"), incurred as a result of third party claims, actions or proceedings ("Claims"), to the extent such Claims arise from or relate to (i) Customer Applications, Inputs, Customer's or its End Users' use or distribution of Outputs, or other products or services that Customer provides; (ii) acts or omissions of its End Users; (iii) infringement, misappropriation or violation of any third party intellectual property rights by the Customer Applications or Inputs; (iv) violation of any applicable law, rule or regulation, by Customer, its affiliates or personnel, or End Users; (v) violation of the AUP or the Third-Party Provider Terms by Customer or its End Users, including Claims by a Third-Party Provider arising from such violation; (vi) Customer's or its End Users' access to or use of the Services, including use of Outputs; (vii) any breach or alleged breach of this Agreement by Customer or its End Users; or (viii) any actual or alleged fraud, intentional misconduct, gross negligence, or criminal act of Customer or its personnel, agents, or End Users.

c.. Indemnification Procedures. The Provider Indemnitee seeking indemnification (the "Indemnified Party") will promptly notify Customer (the "Indemnifying Party") in writing of any Claim for which it seeks indemnification or defense. The Indemnifying Party may assume sole control of the defense and settlement of the Claim with counsel reasonably acceptable to Provider, and Provider will provide reasonable assistance at the Indemnifying Party's expense. Provider may participate in the defense with counsel of its choice at its own expense, and may assume control of the defense, at the Indemnifying Party's expense, of (i) any Claim brought by or involving a Third-Party Provider or a governmental authority, (ii) any Claim concerning the validity, enforceability, or ownership of Provider's intellectual property, and (iii) any Claim for which the Indemnifying Party fails to assume or diligently conduct the defense within a reasonable time after notice. The Indemnifying Party will not enter into any settlement that imposes any obligation or liability on, or includes any admission of fault by, a Provider Indemnitee, or that does not include an unconditional release of the Provider Indemnitees, without Provider's prior written consent, not to be unreasonably withheld or delayed.

11. Limitations of Liability.

EXCEPT FOR CUSTOMER'S BREACH OF SECTION 2, 3, 5, 6(f), 7, 8, OR 14 OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, LICENSORS, SUPPLIERS (INCLUDING, IN THE CASE OF PROVIDER, THIRD-PARTY PROVIDERS), OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR ENHANCED DAMAGES RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR FOR ANY (WHETHER DIRECT OR INDIRECT) ERROR OR INTERRUPTION OF USE, LOSS, INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS.

EXCEPT FOR CUSTOMER'S LIABILITY FOR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT OR CUSTOMER'S BREACH OF THE SECTIONS LISTED IN THE FIRST PARAGRAPH OF THIS SECTION 11, OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY (TOGETHER WITH THAT OF ITS AFFILIATES, LICENSORS, AND SUPPLIERS) RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE AMOUNT OF FEES PAID BY CUSTOMER TO THE PROVIDER FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE DATE OF THE APPLICABLE CLAIM.

PROVIDER SHALL HAVE NO LIABILITY RELATED TO ANY THIRD-PARTY SERVICE, THIRD-PARTY PROVIDER, OR THIRD-PARTY CONTENT UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING CONTRACT, TORT, AND EQUITY), EXCEPT FOR THE PASS-THROUGH OF REMEDIES AS EXPRESSLY PROVIDED IN SECTION 14(g).

THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. THE PROVISIONS OF THIS SECTION 11 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, FORM AN ESSENTIAL BASIS OF THE BARGAIN, AND HAVE BEEN RELIED ON BY THE PARTIES IN DECIDING TO ENTER INTO THIS AGREEMENT AND IN SETTING THE FEES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY; IN THOSE JURISDICTIONS, PROVIDER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW, AND NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY TO THE EXTENT IT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Term; Termination; and Suspension.

a. Term. This Agreement is effective upon the earliest of the Effective Date indicated in an Order Form and Customer's first use of the Services, and expires upon the earliest of the date when all Order Forms have terminated, the date Customer stops using the Services, or as earlier terminated as provided herein (**"Term"**).

b. Termination. All Minimum Commitments and fees set forth in the Order Form as well as all invoices for usage of the Services must be paid and current as of the date of termination or will be due in full on any such termination. Either Party may terminate this Agreement for a material breach of this Agreement by the other Party which remains uncured 30 days' following written notice describing such breach. Provider's rights to suspend or terminate access to a Third-Party Service under Section 14(h) are in addition to the foregoing. Provider may terminate this Agreement or any Order Form immediately upon notice if Customer engages in fraudulent or illegal activity, if termination is required by law or by a Third-Party Provider, or if Customer exceeds any Rate Limit or other usage limit and does not promptly cure. Unless an Order Form provides a committed term, Provider may also terminate this Agreement, or suspend or discontinue any Service, at any time for convenience upon thirty (30) days' notice (or without notice for Beta Features, as defined in Section 14(k)), in which case Provider will refund, on a pro rata basis, any unused prepaid Fees attributable to the period after termination.

c. Effect of Termination. Upon expiration or termination of this Agreement (i) all licenses and rights granted under this Agreement shall terminate; (ii) Customer shall cease using, destroy, and permanently erase all copies of the API, Documentation, API Keys, and Provider's Marks from all devices and systems

Customer controls, provided that Customer may retain and continue to use Outputs in accordance with Section 8 and the Third-Party Provider Terms; (iii) each Party, as Receiving Party, must return, destroy or delete all Confidential Information of the Disclosing Party (other than Customer Content, which is addressed in clause (iv)), and upon written request of the Disclosing Party, certify in writing as to such return, destruction or deletion; (iv) Provider may delete Customer Content from its systems at any time after expiration or termination, and will delete it within the period described in the Documentation, except as required by applicable law or legal process or as otherwise provided in Section 6; and (v) all Fees incurred prior to the effective date of termination shall immediately and automatically become due, and Customer shall promptly pay such Fees.

d. Survival. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive such expiration or termination, including without limitation sections 1, 3 (as to periods before expiration or termination), 5 (as to amounts accrued), 6, 7, 8, 9, 10, 11, 12(c), 12(d), 13, 14(d), and 14(g) of this Agreement.

e. Suspension. Provider may suspend Customer's access to and use of the Services: (i) immediately upon written notice to Customer if Provider reasonably believes that (A) Customer's use will imminently cause material damage to Provider's or a third party's systems (including those of a Third-Party Provider), (B) Customer's use of the Services or Documentation creates material legal exposure for Provider, (C) Provider is compelled or directed to do so by any competent court of law or government authority with jurisdiction to do so, (D) a Third-Party Provider requires or directs Provider to do so with respect to a Third-Party Service, (E) Customer's use involves fraudulent or illegal activity or elevated, irregular, or anomalous usage patterns, or (F) Customer's or an End User's use of the Services presents an imminent risk of serious harm to any person or violates the prohibited use provisions of the AUP or the Third-Party Provider Terms in a manner that Provider reasonably determines to be severe; or (ii) upon written notice to Customer after a five day cure period, for any suspected breach of this Agreement or the AUP by Customer or End Users, or Customer's failure to timely pay undisputed Fees. Where reasonably practicable, Provider will limit a suspension to the affected API Keys, Customer Applications, End Users, or Third-Party Services. Provider will reinstate Customer's access to and use of the Services promptly when the reason for suspension has been resolved. Provider will have no liability to Customer or any End User for any suspension or termination in accordance with this Agreement.

13. Miscellaneous.

a. Entire Agreement. This Agreement, together with all Order Forms, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b. Order of Precedence. In the event of any conflict or ambiguity in or between any of the following sections of the Agreement, the sections of the Agreement shall control in the following, descending order of precedence: (i) Privacy Notice and DPA; (ii) Order Forms (provided that no Order Form shall be construed to grant Customer rights in a Third-Party Service that are broader than those permitted by the applicable Third-Party Provider Terms, as further provided in Section 14(b)); (iii) the body of this Agreement (excluding Order Forms); and (iv) any other documents or terms incorporated herein by reference; provided that Sections 9, 10, and 11 will control over any conflicting term of any DPA if applciable.

c. Public Announcements. Neither Party will issue any press release or public statement in connection with this Agreement unless approved in writing by the other Party. Notwithstanding the foregoing, following the Effective Date, Provider may (i) create and publish a customer list including on its website or other marketing or promotional materials, that names Customer or announces the commercial relationship between Provider and Customer, and which may include Customer's Marks including on its website You.com ("Public Announcement"); and (ii) Provider may publish such Public Announcement without any additional prior written consent of Customer.

d. Force Majeure. Provider will not be in breach of this Agreement if performance hereunder or the functionality of the Services is delayed, prevented, degraded or adversely affected for reasons beyond its reasonable control (including failures or unavailability of Third-Party Services, or of cloud, hosting, or compute infrastructure, that are not caused by Provider), so long as it resumes performance as soon as practical.

e. Relationship of the Parties. Provider and Customer are acting as independent contractors, and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, fiduciary, or agency relationship.

f. No Third-Party Beneficiaries. Except as expressly provided in Section 14(c), this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

g. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") from the Customer to the Provider must be delivered to Provider at 417 Montgomery Street Suite 800, San Francisco, CA 94104 by registered mail, return receipt requested. All Notices from the Provider to the Customer will be electronically delivered to the email address associated with the Customer's account. Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this section.

h. Waiver. No failure or delay by a Party to exercise any rights, remedies, or privileges hereunder will operate or be construed as a waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving.

i. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

j. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Subject to Section 13(o), any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the

United States of America or the courts of the State of California, in each case located in the city and County of San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

k. Equitable Relief. The Parties agree that a breach or threatened breach by Customer of any of its obligations under Sections 2(b), 3, 7 or 8 of this Agreement may cause Provider irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Provider will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

l. Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Provider. Provider may assign or transfer any rights and obligations hereunder fully or partially without the consent of Customer. Any purported assignment, transfer, or delegation in violation of this section is null and void. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

m. Counterparts. This Agreement may be executed in counterparts, including by electronic means of execution and delivery, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

n. Export Controls and Sanctions. Customer shall comply with all export control, import, and economic sanctions laws and regulations that apply to its use of the Services, including with respect to the Models, Outputs, and Customer Content. Customer represents and warrants that neither Customer nor any End User is located in, or organized under the laws of, any country or territory that is the target of comprehensive United States sanctions or embargo, or is identified on any United States government restricted-party list, and Customer shall not access or use, or permit any person to access or use, the Services in or from any such country or territory or by any such person. Provider may restrict or suspend access to the Services, or to any Model or Third-Party Service, to the extent Provider reasonably determines it is necessary to comply with such laws or with the Third-Party Provider Terms.

o. Informal Resolution; Arbitration; Class Action Waiver. Before commencing any arbitration or action, the Party asserting a claim will give the other Party written notice describing the dispute and a proposed resolution, and the Parties will negotiate in good faith for sixty (60) days. Any dispute, claim, or controversy arising out of or relating to this Agreement or the Services that is not resolved within that period, including any question of arbitrability, will be finally resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules and Procedures, before a single arbitrator, in San Francisco, California, in the English language. The Federal Arbitration Act governs this Section 13(o), and California law governs the substance of the dispute as provided in Section 13(j). Each Party may bring claims only in its individual capacity and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Notwithstanding the foregoing, either Party may (i) seek injunctive or other equitable relief, including under Section 13(k), or bring claims relating to the infringement or misappropriation of intellectual property or Confidential Information, in the courts specified in Section

13(j); (ii) bring an action in those courts to collect unpaid Fees; and (iii) bring an individual claim in small claims court. Judgment on any arbitral award may be entered in any court of competent jurisdiction.

p. Limitation Period. To the fullest extent permitted by applicable law, any claim by either Party arising out of or relating to this Agreement or the Services must be commenced within one (1) year after the claim arises or it is permanently barred.

q. Modifications. Provider may update this Agreement, the AUP, the Documentation, and the Privacy Notice from time to time by posting the updated terms on the Website or by notice to the email address associated with Customer's account. Updated terms take effect on the date stated in the notice (or, if none, upon posting), and Customer's continued use of the Services after that date constitutes acceptance. For an Order Form with a committed term, any update that is materially adverse to Customer will apply from the start of the next renewal term, except for updates required by law, needed to address a security or safety risk, or required by a Third-Party Provider (which apply as provided in Section 14(b)). If Customer does not agree to an update, Customer's sole remedy is to stop using the Services. Except as provided in this Section, amendments to this Agreement must be in writing and signed by both Parties.

14. Third-Party Services.

a. Distribution of Third-Party Services. Certain Models and other Services are developed, owned, or operated by Third-Party Providers, and Provider distributes or otherwise makes them available to Customer through the Services under distribution agreements between Provider and the applicable Third-Party Providers. Provider identifies the Third-Party Services, and the applicable Third-Party Providers, in the Documentation, and Customer may modify and select Third-Party Services in its account. Provider is not the developer or operator of Third-Party Services, and Provider's role with respect to Third-Party Services is limited to distributing and making them available, together with billing, support, and account management, as provided in this Agreement.

b. Third-Party Provider Terms. Customer's and its End Users' access to and use of each Third-Party Service is subject to, and Customer shall comply with, the applicable Third-Party Provider Terms, which are incorporated into this Agreement by reference solely as to election to use that Third-Party Service. Provider will make the Third-Party Provider Terms (or links to them) available to Customer in the Documentation or otherwise, and Customer shall review the applicable Third-Party Provider Terms before using a Third-Party Service. Third-Party Provider Terms may be updated from time to time, and Provider will give Customer notice of material updates via the Website, the Documentation, or email. Updates apply to Customer's use of the applicable Third-Party Service from the effective date of the notice.

c. No Contract with Third-Party Providers; Beneficiaries. Except where the Third-Party Provider Terms expressly require Customer to accept them directly with the Third-Party Provider, Customer's use of each Third-Party Service is governed by the applicable Third-Party Provider Terms, and Customer shall look solely to Provider for billing and support and, subject to Sections 9, 11, and 14(g), solely to the applicable Third-Party Provider for claims relating to that Third-Party Service. Notwithstanding Section 13(f), to the extent the applicable Third-Party Provider Terms so require, each Third-Party Provider is an intended third-party beneficiary of the provisions of this Agreement that restrict or govern Customer's use of that Third-Party Provider's Third-Party Services (including Sections 2(b), 3, 9, 10(b), and 11 and this Section 14), and may enforce such provisions directly against Customer with respect to those Third-Party

Services. Each Third-Party Provider is also an intended third-party beneficiary of Sections 9, 10(b), and 11 for its own benefit and may enforce them directly.

d. Third-Party Provider Rights; Cooperation. As between Customer and Provider, and as between Customer and each Third-Party Provider, the Third-Party Provider retains all right, title, and interest in and to its Third-Party Services and Third-Party Models, and Customer acquires no right in them other than the limited right to access and use them in accordance with this Agreement and the Third-Party Provider Terms. Customer acknowledges that Third-Party Providers may monitor the use of their Third-Party Services for compliance with the Third-Party Provider Terms and applicable law, and that Provider may share with Third-Party Providers information about Customer, its End Users, and their use of the Services (including Customer Content to the extent necessary to investigate and address a suspected violation), in accordance with Section 6. Customer shall reasonably cooperate with any inquiry, audit, or investigation by Provider or a Third-Party Provider relating to Customer's compliance with the Third-Party Provider Terms, including by promptly providing information about the Customer Applications, their intended use cases, and End User controls.

e. Changes to Third-Party Services. Third-Party Providers may modify, replace, deprecate, restrict (including by use case, region, or customer), suspend, or discontinue their Third-Party Services at any time, and Provider's ability to continue offering a Third-Party Service depends on its agreements with the applicable Third-Party Provider. Provider will use commercially reasonable efforts to notify Customer of material changes that affect Customer's use of a Third-Party Service reasonably promptly after Provider receives notice of them, and to offer a functionally comparable Model or Third-Party Service where one is reasonably available, but Provider has no liability for any such change. Customer's sole and exclusive remedy for any such change is to discontinue its use of the affected Third-Party Service.

f. Pricing for Third-Party Services. Fees for Third-Party Services may be based on list prices that Third-Party Providers charge Providers. If a Third-Party Provider changes the prices it charges Provider, Provider may adjust the Fees for the applicable Third-Party Service at any time during the Term.

g. Provider's Role; Pass-Through Remedies. Provider does not control, and except as expressly stated in this Agreement is not responsible for, the availability, performance, accuracy, security, or legality of Third-Party Services, the acts or omissions of Third-Party Providers, or the Third-Party Provider Terms. Provider has no warranty, indemnity, or other obligation with respect to Third-Party Services.

h. Suspension or Termination of Third-Party Services. Provider may suspend or terminate Customer's access to any Third-Party Service (without terminating the rest of this Agreement) upon written notice if (i) a Third-Party Provider requires or directs Provider to do so, or suspends or terminates Provider's access to that Third-Party Service; (ii) Provider's agreement with the applicable Third-Party Provider expires, terminates, or is modified such that Provider can no longer make the Third-Party Service available on commercially reasonable terms or in compliance with applicable law.

i. Third-Party Provider Names and Marks. Customer shall not use the name or Marks of any Third-Party Provider, or the name of any Third-Party Model, or state or imply any endorsement, sponsorship, or affiliation by a Third-Party Provider .

j. Open Source and Open-Weight Models. Where Provider hosts a Third-Party Model that is made available under an open-source, open-weight, or community license, the applicable license terms for such

use are Third-Party Provider Terms. Customer's access to that Third-Party Model through the Services does not grant Customer any license to the underlying model weights or code, and Customer shall comply with those license terms (including any attribution, notice, or use-based restrictions) in its use of the Third-Party Model and Outputs, to the extent they apply to Customer.

k. Beta Features; Pre-Release Models. Provider may make available Services, Models, or features that are designated as beta, preview, pre-release, experimental, early access, "stealth," or similar ("Beta Features"). Beta Features are provided "AS IS," "WITH ALL FAULTS," and "AS AVAILABLE," and no warranty, indemnity, service level, or support commitment in this Agreement or any Order Form applies to them. Provider may change, discontinue, or terminate any Beta Feature at any time without notice or liability. Customer assumes all risk for its use of Beta Features. For any Beta Feature that is a pre-release Third-Party Model, the protections for Customer Content in Section 6 (including Section 6(c)) do not apply, Customer shall not submit personal data to it, and the applicable Third-Party Provider may use Inputs submitted to it to train and improve its products and services and may hold rights in the resulting Outputs that limit Customer's rights.