MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**AGREEMENT**"), IS ENTERED INTO BETWEEN SUSEA, INC., A DELAWARE CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS AT 228 HAMILTON AVENUE, FLOOR 3, PALO ALTO, CA 94301, USA ("**YOU.COM**", "**WE**", "**US**" "**OUR**" AND "**OURS**"), AND THE CUSTOMER AS DEFINED BELOW. THIS AGREEMENT GOVERNS CUSTOMER'S ACCESS AND USE OF THE YOU.COM PLATFORM. BY ACCEPTING THIS AGREEMENT, BY: (a) CLICKING A BOX INDICATING ACCEPTANCE; (b) EXECUTING AN ORDERING DOCUMENT THAT REFERENCES THIS AGREEMENT; OR (c) ACCESSING OR OTHERWISE USING THE YOU.COM PLATFORM, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF CUSTOMER'S ACCEPTING THIS AGREEMENT (THE "**EFFECTIVE DATE"**). THIS AGREEMENT INCLUDES ANY CURRENT OR FUTURE ORDERING DOCUMENTS (AS DEFINED BELOW), AND ALL SUCH DOCUMENTS ARE INCORPORATED BY THIS REFERENCE. YOU.COM AND CUSTOMER WILL INDIVIDUALLY BE REFERRED TO AS A "**PARTY**" AND JOINTLY AS THE "**PARTIES**".

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the subject entity, whether through the ownership of voting securities, by contract or otherwise, or such other relationship as, in fact, constitutes actual control. Notwithstanding the foregoing, an Affiliate of Customer shall not include any entity that competes with us.

"**API**" means the You.com application programming interface through which the Customer may be accessing the Services.

"**AUP**" means You.com's acceptable use policy.

"**Beta Services**" means You.com services or functionality that are not yet generally available, may never be made generally available and may be offered at no additional charge for customers to try at their option and risk. Beta Services shall be identified or designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Confidential Information**" means any information, data, business plans, technical specifications, trade secrets or know how disclosed previously or during the Term of this Agreement by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), either directly or indirectly, in writing, electronic means, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plants or equipment), which is designated as "Confidential", "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Notwithstanding the above, Confidential Information shall also include information which due the inherent nature and the circumstances of its disclosure, a reasonable party would know is confidential or proprietary, as well as, in the case of You.com, any information posted on https://you.com (to the extent such information is not publicly accessible). Confidential Information may also include information disclosed to a Disclosing Party by third parties. Without limiting the foregoing, all non-public elements of the You.com Platform are You.com's Confidential Information, and Customer Data is Customer's Confidential Information.

"**Customer**" means the person, firm or company named in the Ordering Document. In the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Ordering Documents.

"**Customer Application(s)**" means the application, product and/or service that interfaces to the Services through the API.

"**Customer Data**" means Prompts and Output.

"**Documentation**" means user manuals, training materials, descriptions and specifications, technical manuals, supporting materials

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and other information relating to the Services made generally available by You.com, whether distributed in print, electronic, or video format, provided however that Documentation shall not include any marketing, advertising or social media content.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Ordering Document**" means a You.com quote, order form, proposal and/or SOW. By entering into an Ordering Document hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Output**" means responses generated by the Services based upon Prompts.

"**Platform Analyses**" means statistical and other information related to the performance, operation and use of the Platform and usage data derived from the Services including, but not limited to, machine learning models, augmented human intelligence development, algorithm improvement, or similar aggregation activities.

"**Prompts**" means the data, information, content, records or other materials Customer submits to the Services for processing.

"**Purchase Order**" or "**PO**" means Customer's written or electronic order to You.com for the Services to be provided by You.com under this Agreement.

"Services" means You.com's cloud based AI assistant services and related content, but excluding Third Party Services.

"Subscription Term" means the period of time during which Customer is authorized to access the Services as specified in the applicable Ordering Document.

"**Third Party Services**" shall have the meaning set forth in Section 3.6.

"**User**" means an individual who is authorized by Customer to access and use the Services, and for whom Customer has supplied a unique user identification and password. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

"**You.com Parties**" means SuSea, Inc., its affiliates, and its and their respective officers, employees, directors, service providers, licensors, agents, and their successors and assigns.

"**You.com Platform**" or "**Platform**" means the Services, Documentation any and all related and underlying technology including without limitation, processes, formulas, tools, ideas, concepts, methodologies, models, software, know-how, business practices, trade secrets, information and ideas developed by You.com or its licensors; and any derivative works, modifications, or improvements of any of the foregoing; and all intellectual property rights therein.

2. YOU.COM RESPONSIBILITIES

2.1 **Provision and Access.** During the Subscription Term, You.com will make the Services available for access by: (a) Customer; and (b) if applicable, Customer Applications; for Customer and Users to submit Prompts and generate Output, pursuant to this Agreement, and the applicable Ordering Documents.

2.2 **Beta Services**. From time to time, You.com may make Beta Services available to Customer. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is at Customer's sole risk and should not be used for production purposes. BETA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND YOU.COM SHALL HAVE NO SUPPORT OR INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO ANY BETA SERVICES.

2.3 **You.com Personnel.** You.com will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with You.com's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 **Modifications to the Services**. In order to constantly update and improve the technology powering the Platform, and the content available on, the Services, You.com reserves the right to make modifications. You.com may add or remove features, offer enhancements or new services, or stop offering certain services. Some features and/or functions of the Services that interoperate with third parties such as models and messaging apps depend on the continuing availability of such third parties' respective APIs and programs. If any such third party ceases to make their respective APIs or programs available on reasonable terms (as determined by

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You.com in our sole, but reasonable discretion), such cessation shall be deemed a form of force majeure, and You.com may cease providing such features and/or functionality. You.com will use commercially reasonable efforts to provide reasonable advance notice of any suspension or discontinuance of a service, feature or function, unless where providing advance notice is not feasible; such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

3. **USE OF SERVICES**

3.1 **Subscriptions.** Unless otherwise provided in the applicable Ordering Document: (a) access to and use of the Services are purchased as subscriptions for the Subscription Term stated in the applicable Ordering Document; (b) subscriptions for additional usage may be added during a Subscription Term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added; and (c) subscriptions for any additional usage will terminate on the same date as the underlying Subscription Term. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by You.com regarding future functionality or features.

3.2 **User Accounts.** Customer is responsible for: (a) all activities that occur under Customer's account, including the activities of any User who is provisioned with an account under Customer's account (an "**User Account**") or accesses the Services through the Customer Application; (b) identifying and authenticating all Users; and (c) Users' compliance with this Agreement. Customer will promptly notify You.com of, and indemnify You.com from, any actual or suspected unauthorized use of the Platform, including by anyone who is not a User. You.com reserves the right to suspend or deactivate any User Account if it determines that the User Account may have been used for an unauthorized purpose, provided, however You.com will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation prior to any such suspension or deactivation.

3.3 **Customer Responsibilities.** Customer will: (a) be responsible for Users' compliance with this Agreement, Documentation, AUP and Ordering Documents; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify You.com promptly of any such unauthorized access or use; and (c) use the Platform only for its internal business purposes, and in accordance with this Agreement, Documentation, the Acceptable Use Policy and applicable laws and government regulations.

3.4 **Customer Data.**

3.4.1. **Prompts**. Customer manages and controls its Users access to the Services and the Prompts which are submitted to the Services. Customer acknowledges and agrees that it: (a) is solely responsible for the accuracy and quality of the Prompts; (b) has all rights, licenses, and permissions that are necessary to provide and use the Prompts; and (c) will comply with all applicable laws and regulations regarding the collection, disclosure, and use of Customer Data, including without limitation, all applicable privacy and data security laws and regulations and the AUP. Customer acknowledges and agrees that You.com does not wish to receive any Prompts or other content that may contain sensitive, personally identifiable information that is subject to specific regulations or laws that impose increased protections and/or obligations with respect to handling that type of information (including, but not limited to, financial, health, social security numbers or other government identification numbers, ethnicity, sexual orientation and political affiliations), such as HIPPA or GLBA, or under international regulations such as GDPR, or any other information where unauthorized disclosure could cause material or severe harm or impact to You.com or third parties ("**Restricted Data**"). Should Customer or its Users nonetheless choose to input, upload, disclose, send or transmit Restricted Data ("**disclosure**"), Customer assumes all risk associated with such disclosure, and agrees that the You.com Parties are not responsible or liable for any use or processing of such Restricted Data.

3.4.2. **Output**. Customer acknowledges and agrees that: (a) Output may contain "hallucinations" or responses that are inaccurate, incomplete, nonsensical, or contain content that is inconsistent with real-world facts or recent events or information, and therefore, should not be relied upon without independent review; (b) it is solely responsible for evaluating all Output for accuracy and appropriateness for Customer's and its Users intended use, including by utilizing human review as appropriate; and (c) Output may not be unique to Customer or its Users, and that other users of the Services may receive similar responses.

3.4.3. **You.com Use of Customer Data.** You.com agrees that it will only use Customer Data as necessary to provide Customer with the Services, comply with applicable law, and for safety purposes to combat malicious uses and enforce the AUP.

3.5 **Restrictions.** Customer will not, and will not allow Users or assist anyone else to, use the Services in violation of the AUP or

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for any illegal, unauthorized, malicious or harmful activities. Such activities include, but are not limited to:
(a) using the Services to obtain unauthorized access to any system or information, or to deceive any person;
(b) using the Services to infringe, misappropriate, or violate the intellectual property or other legal rights (including the rights of publicity or privacy) of another person;
(c) modifying, copying, sublicensing, leasing, selling or otherwise distributing any of our Services;
(d) reverse engineering, decompiling or attempting to discover the source code or underlying components of the Platform, including any models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law);
(e) automatically or programmatically extracting data or Output;
(f) representing that Output was human-generated when it was not;
(g) interfering with, or disrupting the Services, including attempts to circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on our Services;
(h) developing any products or services that compete with our Services, including to develop or train any artificial intelligence or machine learning algorithms or large language models;
(i) using the Services in any manner that violates any applicable law or regulation—including, without limitation, any laws about exporting data or software to and from the United States or other countries;
(j) crawling, scraping, or otherwise harvesting data or information from our Services other than as may be expressly permitted under this Agreement;
(k) using, storing, transmitting or disseminating data that contains any Malicious Code;
(l) performing any vulnerability, penetration or similar testing of our Services, except that Customer may report a security vulnerability as described at https://home.you.com/support/where-can-i-report-a-security-vulnerability;
(m) interfering with, or circumventing or bypassing mechanisms in the Services intended to ensure the security of the Services;
(n) engaging in any activities that could compromise the security, or functioning of the Services or Third Party Services;
(o) engaging in any activities designed to gain unauthorized access to files, content or data that you are not entitled to access;
(p) except when you are accessing our Services via a You.com API key or where we otherwise explicitly permit it, to access the Services through automated or non-human means, whether through a bot, script, or otherwise;
(q) using any method to extract data from the Services other than as permitted through the APIs;
(r) buying, selling, or transferring API keys from, to or with a third party; or
(s) engaging in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that we reasonably believe exposes us - or any of our users, Affiliates, or any other third party - to any liability, damages, or detriment of any type, including reputational harm.

3.6 **Third Party Services and Content**. Our Platform may use, or be used in connection with, third-party products, software, content, services, or integrations, and some parts of our Services ("**Third Party Services"),** may include output from those third parties ("**Third Party Output**"). You.com does not control or accept responsibility for any loss or damage that may arise from Customer's use of any Third Party Services or Third Party Output. Customer acknowledges and agrees that any use of Third Party Services and Third Party Output is at its own risk and subject to any terms, conditions, or policies (including privacy and usage policies) applicable to such Third Party Services. You.com disclaims any responsibility for the Third Party Services, including for the accuracy, availability, reliability, or completeness of Third Party Output, or on the privacy practices of Third-Party Services. The integration or inclusion of such Third Party Services does not imply an endorsement or recommendation by You.com.

4. **Suspension.** Any use of the Platform in breach of Section 3.0 by Customer or Users that in You.com's judgment threatens the security, integrity or availability of the Services, may result in You.com's suspension of access to the Services, however You.com will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

5. **FEES AND PAYMENT**

5.1 **Fees**. Customer will pay all fees specified in Ordering Documents ("**Fees**"). Except as may otherwise specified herein or in an Ordering Document: (a) payment obligations are non-cancelable and Fees paid are non-refundable; (b) quantities purchased cannot be decreased during the relevant Subscription Term; and (c) You.com will have no obligation to issue refunds or credits for any unused Services.

5.2 **Increase to Fees upon Renewal.** At each renewal of a Subscription Term, the Fees charged for the Services on the Ordering

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Document in effect at the time shall automatically be increased by seven percent (7%) or the increase in the CPI in the US, whichever is higher.

5.3 **Invoicing and Payment**. Customer will provide You.com with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to You.com. If Customer provides credit card information to You.com, Customer authorizes You.com to charge such credit card for all items listed in the Ordering Document for the initial Subscription Term and any renewal Subscription Term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Ordering Document. If the Ordering Document specifies that payment will be by a method other than a credit card, You.com will invoice Customer in advance and otherwise in accordance with the relevant Ordering Document. Unless otherwise stated in the Ordering Document, invoiced Fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to You.com and notifying You.com of any changes to such information.

5.4 **Additional Fees.** If Customer's use of the Services exceeds the number of Users/calls or other metric set forth on an Ordering Document, or if Customer's use of the Services otherwise requires the payment of additional fees (e.g. Customer elects to add optional items), Customer will be billed for such usage and Customer will pay the additional fees in accordance with the Agreement. Alternatively, Customer may elect to purchase additional usage by entering into a new Ordering Document. Any new Ordering Document shall be coterminous with the then current Ordering Document.

5.5 **Overdue Charges**. If any Fees are not received by You.com by the due date, then without limiting You.com's rights or remedies: (a) those 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; and/or (b) You.com may condition future subscription renewals and Ordering Documents on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.6 **Suspension of Service and Acceleration**. If any Fees owing by Customer under this or any other agreement for services is thirty (30) days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized You.com to charge to Customer's credit card), You.com may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, You.com will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

5.7 **Payment Disputes**. You.com will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.8 **Taxes**. You.com's Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If You.com has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, You.com will invoice Customer and Customer will pay that amount unless Customer provides You.com with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, You.com is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 **Customer Data.** As between the Parties: (a)You.com agrees that Customer or its Users retain all right, title and interest (including all intellectual property rights) in and to the Prompts; and (b) to the extent permitted by applicable law, and subject to Customer's compliance with this Agreement, You.com hereby assigns to Customer all of our right, title, and interest, if any, in and to Outputs. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Customer Data is granted to You.com.

6.2 **You.com Platform**. Customer agrees that You.com or its suppliers retain all right, title and interest (including all intellectual property rights) in and to the Platform. Except for the express limited rights set forth in this Agreement, no right, title or interest in the Platform is granted to Customer. There are no implied licenses, whether by implication, estoppel or otherwise.

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6.3 **License by Customer to You.com**. Customer grants You.com, its Affiliates and applicable service providers and subcontractors a worldwide, limited-term license to host, copy, use, transmit and display Customer Data for You.com to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. Except for the express limited rights set forth in this Agreement, You.com acquires no right, title or interest from Customer or its Users under this Agreement in or to any Customer Data or any Customer Applications.

6.4 **Feedback**. Customer and its Users are under no obligation to submit any ideas, suggestions, documents, or proposals regarding the Services ("**Feedback**"). Should Customer provide Feedback, Customer acknowledges and agrees that: (a) the Feedback does not contain confidential or proprietary information; and (b) You.com is entitled to use, commercialize or disclose (or choose not to use, commercialize or disclose) such Feedback for any purpose, in any way, in any manner and to anyone worldwide without any compensation or reimbursement of any kind to Customer for such use..

6.5 **Platform Analyses.** Customer acknowledges and agrees that You.com may collect and use Platform Analyses to create statistical analyses and to develop, improve, support, and operate its products and services. Platform Analyses will not incorporate any Customer Data or Confidential Information in a form that could serve to identify Customer or any User. You.com retains all intellectual property rights in Platform Analyses.

6.6 **Federal Government End Use Provisions.** You.com provides the Services , including related software and technology, for ultimate federal government end use in accordance with the following: The Services are "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Platform shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. **CONFIDENTIALITY**

7.1 **Protection of Confidential Information**. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither Party will disclose the terms of this Agreement or any Ordering Document to any third party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, You.com may disclose the terms of this Agreement and any applicable Ordering Document to a subcontractor or service provider to the extent necessary to perform You.com's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.2 **Exclusions.** These confidentiality obligations do not apply to information that the Receiving Party can document: (a) is or becomes public knowledge through no fault of the Receiving Party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the Disclosing Party's Confidential Information.

7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted), and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

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8. **REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

8.1 **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 **You.com Warranties.** You.com warrants that the Services will operate in substantial conformity with the applicable Documentation during the applicable Subscription Term. If You.com is unable to correct any reported non-conformity with this warranty, either Party may terminate the applicable Ordering Document, and Customer, as its sole and exclusive remedy, will be entitled to receive a refund of any prepaid unused Fees for the applicable Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by misuse or abuse of the Services.

8.3 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE PLATFORM, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND THE YOU.COM PARTIES MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU.COM DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU.COM DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO CUSTOMER DATA, THIRD PARTY SERVICES OR THE RESULTS OF ANY USE OF THE SERVICES, INCLUDING ANY OUTPUT.

8.4 **Customer Warranties.** Customer warrants that its Prompts will not include any Malicious Code or Restricted Content.

9. **MUTUAL INDEMNIFICATION**

9.1 **Indemnification by You.com.** You.com will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services, when used in accordance with this Agreement, infringes, violates or misappropriates any intellectual property right of such third party, and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by You.com (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Services results (or in You.com's opinion is likely to result) in an infringement claim, You.com may either: (a) substitute functionally similar services; (b) procure for Customer the right to continue using the Services; or if (a) and (b) are not commercially reasonable; (c) terminate this Agreement, or the applicable Ordering Document, and refund to Customer any prepaid unused Fees for the applicable Services. The foregoing indemnification obligation of You.com will not apply to the extent the claim is attributable to: (i) fine-tuning, customization, or the modification of the Services by any party other than You.com or based on Customer's specifications or requirements; (ii) the combination of the Services with products or processes not provided by You.com, (including Customer Applications), if the claim would not have arisen but for the combination; (iii) any use of the Services in non-conformity with this Agreement; or (iv) any action or claim arising as a result of Customer Data.

9.2 **Indemnification by Customer.** Customer will defend the You.com Parties from and against any claim, demand, suit or proceeding made or brought against You.com by a third party arising from: (a) Customer's use of the Platform in an unlawful manner or in violation of the Agreement, the Documentation, the AUP or an Ordering Document; (b) Customer Data; or (c) any Customer Application; and will indemnify and hold harmless the You.com Parties from any damages, attorney fees and costs awarded against You.com as a result of, or for any amounts paid by You.com under a settlement approved by Customer in writing.

9.3 **Indemnification Procedures.** In the event of a potential indemnity obligation under this Section 9, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim; (b) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense; and (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim shall not relieve the indemnifying party of its obligations. However, the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred before such notice was given, or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation will not apply if the indemnified party settles or makes any admission with

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respect to a claim without the indemnifying party's prior written consent.

9.4 **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. **LIMITATION OF LIABILITY**

10.1 **Limitation of Liability.** EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL: (A) THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("**BASE CAP**"); AND (B) EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 **Excluded Claims**. "**Excluded Claims**" means: (a) Customer's breach of Section 3.5 (Restrictions); (b) either Party's breach of Section 7 (Confidentiality); (c) Customer's disclosure of Restricted Data or failure to pay amounts due; or (d) amounts payable to third parties under the indemnifying party's obligations in Section 9 (Indemnification). Except for a breach of Section 7 (Confidentiality), in no event shall our liability for an Excluded Claim exceed three (3) times the Base Cap.

11. **TERM AND TERMINATION**

11.1 **Term of Agreement.** This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms ("**Term**"). If there is no Ordering Document or Retrieval Right currently in effect, either Party may terminate this Agreement upon written notice to the other Party.

11.2 **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Ordering Document. Except as otherwise specified in an Ordering Document, Subscription Terms will automatically renew for additional one (1) year Subscription Terms, unless either Party gives the other Party written notice (email acceptable) at least thirty (30) days before the end of the relevant Subscription Term. Except as expressly provided in the applicable Ordering Document, renewal of promotional or one-time priced subscriptions will be at You.com's applicable list price in effect at the time of the applicable renewal.

11.3 **Termination for Cause.** Either party may terminate this Agreement (including all related Ordering Documents) if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days. Except where an exclusive remedy is specified, the exercise of either Party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

11.4 **Effect of Termination; Customer Data Retrieval**. Upon written notice to You.com, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Services solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Ordering Document shall continue in full force and effect for the duration of the Retrieval Right. You.com shall have no further obligation to make Customer Data available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Services and delete all copies of the Documentation, any associated passwords or access codes, and any other You.com Confidential Information in its possession. Notwithstanding any termination or anything to the contrary in this Agreement or any Ordering Document, Customer shall pay for all of its use of the Services.

11.5 **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Surviving Provisions" and "General Provisions" will survive

any termination or expiration of this Agreement, and the section titled “11.4 Effect of Termination; Customer Data Retrieval.” will survive any termination or expiration of this Agreement for so long as You.com retains possession of Customer Data.

12. DISPUTE RESOLUTION BY BINDING ARBITRATION

12.1 **Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in this Agreement as the "**Arbitration Agreement**." Customer and You.com hereby agree that any and all disputes or claims that have arisen or may arise between the Parties, whether arising out of or relating to this Agreement (including any alleged breach thereof), the Services, any advertising or marketing, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Further, this Arbitration Agreement does not preclude Customer from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on Customer’s behalf. The Parties hereby agree to waive the right to a trial by jury or to participate in a class action. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

12.2 **Pre-Arbitration Dispute Resolution.** You.com is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@you.com. If such efforts prove unsuccessful, a Party who intends to seek arbitration must first send to the other Party, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to You.com should be sent to:
SuSea, Inc.
228 Hamilton Ave, Floor 3
Palo Alto, CA 94301 USA ("Notice Address").
The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If Customer and You.com are not able resolve the claim within sixty (60) calendar days after the Notice is received, either Party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by a Party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which a Party is entitled.

12.3 **Arbitration Procedures**. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, https://www.adr.org. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless the Parties agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination will be made by AAA. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

12.4 **Costs of Arbitration**. Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Party under the AAA Rules, the Parties shall split them equally. Any payment of attorneys' fees will be governed by the AAA Rules.

12.5 **Confidentiality and Severability.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the Parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. The remainder of this Agreement will continue to apply.

12.6 **Future Changes to Arbitration Agreement**. Notwithstanding any provision in this Agreement to the contrary, You.com agrees

that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while there is an open Ordering Document, Customer may reject any such change by sending written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, Customer agrees that it will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the Effective Date.

13. **GENERAL PROVISIONS**

13.1 **Export Compliance.** The Services may not be used for any end use prohibited by applicable trade laws, and Prompts may not include material or information that requires a government license for release or export. The Platform and other You.com technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You.com and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use the Services in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria and the Crimea, Donetsk, and Luhansk regions) or in violation of any U.S. export law or regulation.

13.2 **Modification.** From time to time, You.com may modify this Agreement. Unless otherwise specified by You.com, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Ordering Document after the updated version of this Agreement goes into effect. You.com will use reasonable efforts to notify Customer of material changes through communications via Customer's Account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Ordering Document, and in any event continued use of the Platform after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

13.3 **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You.com and Customer regarding Customer's access and use of the Platform, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Ordering Documents) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Ordering Document, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.4 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5 **Publicity.** Customer agrees that You.com may refer to Customer as a customer of You.com in announcements, press or marketing releases, publications, presentations, case studies and other public statements and on You.com's website and other online channels (collectively, "**Publicity**"), without the additional consent of Customer. You.com may use Customer's name, logo and trademark in conjunction with any Publicity and disclose the existence of this Agreement and any testimonials received from Customer in any such Publicity.

13.6 **Waiver**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.8 **Assignment**. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Ordering Documents), without the other Party's consent to an Affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9 **Notice**. Any notice or communication required or permitted under this Agreement will be in writing to the Parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either Party to the other party in accordance with this section and will be deemed to have been received by the addressee: (a) if given by hand, immediately upon

SuSea, Inc.
228 Hamilton Ave.
Floor 3
Palo Alto, CA 94301 USA

receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (d) if given by email, immediately upon receipt. Email notifications to You.com shall be to legal@you.com. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement or in an Ordering Document, notices related to termination of this Agreement or any claims (including without limitation breach, warranty or indemnity) may not be given via email.

13.10 **Force Majeure.** Except for payment obligations, a Party will not be liable for any delay or failure to perform its obligation to the extent caused by events which are beyond a Party's reasonable control, including, but not limited to acts of God, fire, terrorism, labor stoppage, service provider failures or delays, criminal acts of third parties, epidemic, pandemic, unavailability of materials or supplies, disruption of communication and information systems, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), and accidents

13.11 **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The exclusive jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Francisco County, California, and both Parties hereby submit to the personal jurisdiction of such courts.

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