

## CLOUD SERVICES SUBSCRIPTION AGREEMENT

THIS CLOUD SERVICES SUBSCRIPTION AGREEMENT (THE “**AGREEMENT**”) GOVERNS CUSTOMER’S ACQUISITION AND USE OF BELLE.AI SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER ENTERS INTO AN ORDER DOCUMENT FOR A BETA SERVICES TRIAL OF BELLE.AI SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THE PROVISION OF SUCH BETA SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING BETA SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “**CUSTOMER**” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND SUCH INDIVIDUAL’S USE OF THE SERVICES IS WITHOUT PERMISSION, IS UNLICENSED, AND VIOLATES BELLETORUS CORPORATION’S RIGHTS AND RESERVATIONS.

The Services may not be accessed for purposes of monitoring their availability, performance, functionality, or for any other benchmarking or competitive purposes. BELLE.AI’s competitors are prohibited from accessing the Services, except with BELLE.AI’s prior written consent. This Agreement was last updated on December 6, 2021. It is effective between Customer and BELLE.AI as of the date of Customer’s acceptance of this Agreement as provided for in the preceding paragraph (the “**Effective Date**”).

### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Cloud Services Subscription Agreement.

“**BELLE.AI**” means the BelleTorus Corporation described in the “BELLE.AI Contracting Entity, Notices, Governing Law, and Venue” section below.

“**Beta Services**” means BELLE.AI services or functionality that may be made available to Customer for beta, pilot, limited release, trial, preview, non-production, validation, or agreed upon evaluation purposes.

“**Content**” means information obtained or provided by BELLE.AI and made available to Customer through the Services, Beta Services or pursuant to an “**Order Form**,” as more fully described in the “**Documentation**.”

“**Customer**” means in the case of an individual accepting this Agreement on their 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 accepts this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Form(s).

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-BELLE.AI Applications.

“**Documentation**” means the applicable Service’s documentation and its usage guides and policies, as updated from time to time, accessible via belle.ai.

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

“**Non-BELLE.AI Application**” means Web-based, mobile, offline, or other software functionality that interoperates with a Service, and that is provided by Customer or a third party. Customer will identify all Non-BELLE.AI Applications.

“**Order Form**” means an ordering document or online order specifying the Services to be provided pursuant to this Agreement that is entered into between Customer and BELLE.AI or any of their Affiliates, including any addenda and supplements thereto. By executing an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement.

“**Purchased Services**” or “**Production Services**” mean Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Beta Services or those purchased pursuant to a Beta Services trial.

“**Services**” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or that are provided to Customer and made available online by BELLE.AI, including associated BELLE.AI web portal or mobile components, as described in the Documentation. “**Services**” exclude Content and Non-BELLE.AI Applications.

“**User**” means, in the case of an individual accepting these terms on their own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, including Beta Services and to whom Customer (or, when applicable, BELLE.AI at Customer’s request) has supplied a user identification and authentication credentials, including passwords. Users may include, for example, employees, consultants, contractors, and agents of Customer, and third parties with whom Customer transacts business.

## **2. BELLE.AI RESPONSIBILITIES**

**2.1 Provision of Purchased Services.** BELLE.AI will (a) make the Purchased Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide agreed upon monthly or annual BELLE.AI terms of support for the Purchased Services to Customer at an additional charge indicated in the Order Forms, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which BELLE.AI shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond BELLE.AI’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving BELLE.AI employees), Internet service provider failure or delay, Non-BELLE.AI Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to BELLE.AI’s provision of its Services to its customers generally, i.e., without regard for Customer’s particular use of the Services, and subject to Customer’s and Users’ use of the Services in accordance with this Agreement, the Documentation and applicable Order Forms.

**2.2 Customer Data.** Upon request by Customer made within ten (10) days after the effective date of termination or expiration of this Agreement, BELLE.AI will make Customer Data available to

Customer for export or download as provided in the Documentation. After such ten (10)-day period, BELLE.AI will have no obligation to maintain or provide any Customer Data and may thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, subject to legal or compliance requirements.

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

**2.4 Beta Services.** From time to time, BELLE.AI may make Beta Services available to Customer through an Order Document. Any use of Beta Services is subject to this Agreement and the Beta Services terms set out in the applicable Order Document.

**2.5 Conversion of Beta Services to Production Services.** BELLE.AI will make the applicable Beta Service(s) available to Customer until the earlier of (a) the end of the Beta Services period for which Customer registered to use the applicable Beta Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Beta Service(s). ANY DATA CUSTOMER ENTERS INTO THE SERVICES DURING CUSTOMER'S BETA SERVICES TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A PRODUCTION SERVICES SUBSCRIPTION TO THE BETA SERVICES. NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY BELLE.AI" SECTION BELOW, DURING THE BETA SERVICES TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND BELLE.AI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES DURING THE BETA SERVICES TRIAL UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE BELLE.AI'S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED DURING THE BETA SERVICES TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, BELLE.AI AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE BETA SERVICES TRIAL WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE BETA SERVICES TRIAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) CONTENT PROVIDED DURING THE BETA SERVICES TRIAL WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO BELLE.AI AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE BETA SERVICES TRIAL, ANY BREACH BY CUSTOMER OF THIS AGREEMENT, AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

### **3. USE OF SERVICES AND CONTENT**

**3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal and (b) subscriptions for Purchased Services may be added during a subscription term through written amendment to the underlying Order Form. Customer agrees that its purchases of Services are not contingent on the delivery of any future functionality or

features, or dependent on any oral or written public comments made by BELLE.AI regarding future functionality or features.

**3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, BELLE.AI may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding BELLE.AI's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon BELLE.AI's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

**3.3 Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-BELLE.AI Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify BELLE.AI promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, and (e) comply with terms of service of any Non-BELLE.AI Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in BELLE.AI's judgment threatens the security, integrity or availability of BELLE.AI's services, may result in BELLE.AI's immediate suspension of the Services, however BELLE.AI 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.

**3.4 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-BELLE.AI Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-BELLE.AI Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of BELLE.AI intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) scrape any part of any Service or Content, or (l) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar features, functions, or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

**3.5 Removal of Content and Non-BELLE.AI Applications.** If Customer receives notice, including from BELLE.AI, that Content or a Non-BELLE.AI Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, this Agreement,

or any Order Forms, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in BELLE.AI's judgment continued violation is likely to reoccur, BELLE.AI may disable the applicable Content, Service and/or Non-BELLE.AI Application. If requested by BELLE.AI, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-BELLE.AI Application in writing and BELLE.AI shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if BELLE.AI is required by any third-party rights holder to remove Content, or if BELLE.AI receives information that Content provided to Customer may violate applicable law or third-party rights, BELLE.AI may discontinue Customer's access to Content through the Services.

#### **4. NON-BELLE.AI PRODUCTS AND SERVICES**

**4.1 Non-BELLE.AI Products and Services.** Any acquisition by Customer of non-BELLE.AI products or services, and any exchange of data between Customer and any Non-BELLE.AI provider, product or service is solely between Customer and the applicable Non-BELLE.AI provider. BELLE.AI does not warrant or support Non-BELLE.AI Applications or other Non-BELLE.AI products or services. BELLE.AI is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-BELLE.AI Application or its provider.

**4.2 Integration with Non-BELLE.AI Applications.** The Services may contain features designed to interoperate with Non-BELLE.AI Applications. BELLE.AI cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-BELLE.AI Application ceases to make the Non-BELLE.AI Application available for interoperation with the corresponding Service features in a manner acceptable to BELLE.AI.

#### **5. FEES AND PAYMENT**

**5.1 Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

**5.2 Invoicing and Payment.** Customer will provide BELLE.AI with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to BELLE.AI. If Customer provides credit card information to BELLE.AI, Customer authorizes BELLE.AI to charge such credit card for all Purchased Services listed in the Order Form 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 at entry into an Order Form or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, BELLE.AI will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to BELLE.AI and notifying BELLE.AI of any changes to such information.

**5.3 Overdue Charges.** If any invoiced amount is not received by BELLE.AI by the due date, then without limiting BELLE.AI'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) BELLE.AI may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

**5.4 Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is thirty (30) days or more overdue, (or ten (10) or more days overdue in the case of amounts Customer has authorized BELLE.AI to charge to Customer’s credit card), BELLE.AI 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, BELLE.AI 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.

**5.5 Payment Disputes.** BELLE.AI 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.

**5.6 Taxes.** BELLE.AI'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 BELLE.AI has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, BELLE.AI will invoice Customer and Customer will pay that amount unless Customer provides BELLE.AI with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, BELLE.AI is solely responsible for taxes assessable against it based on its income, property, and employees.

## **6. PROPRIETARY RIGHTS AND LICENSES**

**6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, BELLE.AI, its Affiliates, its licensors, and any third-party Content providers reserve all their right, title, and interest in and to the Services and Content, including all their related intellectual property rights therein and thereto. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement and any Order Form.

**6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement, and the Documentation.

**6.3 License by Customer to BELLE.AI.** Customer grants BELLE.AI, its Affiliates and any third-party Content providers a worldwide, limited license to host, copy, use, transmit, and display any Customer Data provided to BELLE.AI for Customer’s use of the Service or for use by Customer with the Services, each as appropriate for BELLE.AI to provide and ensure proper operation of the Services and associated systems and delivery of the Content in accordance with this Agreement. If Customer chooses to use a Non-BELLE.AI Application with a Service, Customer grants BELLE.AI permission to allow the Non-BELLE.AI Application and its provider to access Customer Data and information about Customer’s usage of the Non-BELLE.AI Application as appropriate for the interoperation of that Non-BELLE.AI Application with the Service.

**6.4 Feedback License.** Customer grants to BELLE.AI and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, and make and incorporate into its services any feedback

provided or generated by Customer or Users and relating to or arising from the operation of Services or the delivery of Content.

**6.5 Federal Government End Use Provisions.** Where applicable to Customer's end use case, BELLE.AI provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following clause: The Services consist of "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 Services 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 Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, and that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data. Confidential Information of BELLE.AI includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with any Beta Services.

**7.2 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 (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) 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 Order Form 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, BELLE.AI may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-BELLE.AI Application Provider to the extent necessary to perform BELLE.AI's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**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.

## **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 BELLE.AI Warranties.** BELLE.AI warrants that during an applicable subscription term (a) the Services will perform materially in accordance with the applicable Documentation, (b) this Agreement or the Order Forms and the Documentation will accurately describe the safeguards for the cyber security related protection of Customer Data as specified in the Order Forms, and (c) subject to the “Integration with Non-BELLE.AI Applications” section above, BELLE.AI will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

**8.3 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## **9. MUTUAL INDEMNIFICATION**

**9.1 Indemnification by BELLE.AI.** BELLE.AI will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Customer from any damages, reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by BELLE.AI in writing of, a Claim Against Customer, provided Customer (a) promptly gives BELLE.AI written notice of the Claim Against Customer, (b) gives BELLE.AI sole control of the defense and settlement of the Claim Against Customer (except that BELLE.AI may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives BELLE.AI all reasonable assistance, at BELLE.AI’s expense. If BELLE.AI receives information about an infringement or misappropriation claim related to a Service, BELLE.AI may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching BELLE.AI’s warranties under “BELLE.AI Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by BELLE.AI, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content,



a Non-BELLE.AI Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

**9.2 Indemnification by Customer.** Customer will defend BELLE.AI and its Affiliates against any claim, demand, suit or proceeding made or brought against BELLE.AI by a third party (a) alleging that the combination of a Non-BELLE.AI Application or requirements provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-BELLE.AI Application provided by Customer (each a "**Claim Against BELLE.AI**"), and will indemnify BELLE.AI from any damages, reasonable attorney fees and costs finally awarded against BELLE.AI as a result of, or for any amounts paid by BELLE.AI under a settlement approved by Customer in writing of, a Claim Against BELLE.AI, provided BELLE.AI (a) promptly gives Customer written notice of the Claim Against BELLE.AI, (b) gives Customer sole control of the defense and settlement of the Claim Against BELLE.AI (except that Customer may not settle any Claim Against BELLE.AI unless it unconditionally releases BELLE.AI of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against BELLE.AI arises from BELLE.AI's breach of this Agreement, the Documentation or applicable Order Forms.

**9.3 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 EITHER PARTY'S BREACH OF SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**10.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, 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. THE FOREGOING DISCLAIMER WILL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 7.2 OR TO THE EXTENT PROHIBITED BY LAW.

## **11. TERM AND TERMINATION**

**11.1 Term of Agreement.** This Agreement commences on the date Customer first accepts it by executing one or more Order Forms, and this Agreement continues until all subscriptions under any Order Forms have expired or have been terminated.

**11.2 Term of Purchased Services Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at BELLE.AI's applicable list price in effect at the time of the applicable renewal. Any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

**11.3 Termination.** A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

**11.4 Refund or Payment upon Termination.** If Customer terminates this Agreement in accordance with the "Termination" section above, BELLE.AI will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by BELLE.AI in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to BELLE.AI for the period prior to the effective date of termination.

**11.5 Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-BELLE.AI Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

## **12. GENERAL PROVISIONS**

**12.1 Export Compliance.** The Services, Content, other BELLE.AI technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. BELLE.AI 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 any Service or Content in a U.S.-embargoed country, region, or entity, including, but not limited to, Cuba, Iran, North Korea, Syria, Crimea, ZTE, or Huawei Technologies, or in violation of any U.S. export law or regulation.

**12.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between BELLE.AI and Customer regarding Customer's use of Services and Content 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, written or oral

communication, or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (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.

**12.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, co-development, 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.

**12.5 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

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

**12.7 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.

**12.8 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 Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, BELLE.AI will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.9 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

**12.10 Agreement to Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts without regard to its conflict of laws principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the United States District Court for the District of Massachusetts (or, if subject matter jurisdiction is unavailable, in the state courts of the State of Massachusetts), and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such suit, action or proceeding and waives any objection to venue laid therein.

**12.11 Local Law Requirements: France.** With respect to Customers domiciled in France, in the event of any conflict between any statutory law in France applicable to Customer and the terms and conditions of this Agreement, the applicable French statutory law shall prevail.