

11June2020

AGREEMENT

This Agreement (the "Agreement" or "Terms") is made and entered into by and between SuperAnnotate AI, inc. ("SuperAnnotate") and the entity agreeing to these terms ("Customer" or "Free User"). The Agreement is effective as of the date Customer clicks to accept the Agreement (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not click to accept and no licenses will be granted under this Agreement. The Platform means SuperAnnotate's proprietary software-as-a-service application platform to be provided under this Agreement. For purposes of Free Users, the SuperAnnotate Resources (defined below) means the Platform only. By submitting materials or using the Platform, Customer further assents to this Agreement. This Agreement governs Customer's access to and use of the Platform. This Agreement represents the full agreement of the parties with respect to nonpaid use of the Platform; different terms of any related purchase order or similar form will have no effect or force even if signed by the parties after the Effective Date. If Customer enters into a paid subscription, it will be governed by those terms.

1. ACCESS AND RIGHTS.

- 1.1 As part of the registration process, Customer will identify an administrative user name and password for Customer's SuperAnnotate account. SuperAnnotate reserves the right to refuse registration of or cancel passwords it deems insecure.
- 1.2 Free Users: The Platform is provided "AS IS" and no warranty obligations, no indemnities, no support, and no service level commitments of SuperAnnotate will apply, and (2) either party may terminate this Agreement and all of Customer's rights by providing written notice to the other party of no less than 10 days. Customer understands and agrees that the Free User version of the Platform: has a limited number of allowed users and allowed images, the functionality and features are limited, and Free Users may not be able to access other services provided by SuperAnnotate.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Platform or any software, documentation, or data related to the Platform ("Software"); modify, translate, or create derivative works based on the Platform or any Software; use the Platform or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; provide use of the Platform or any Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Platform or any Software or "frame" or "mirror" the Platform or any Software on any other server, or wireless or Internet-based device; attempt to or circumvent SuperAnnotate when engaging any service providers or engage any service provider directly and/or outside the Platform; or remove any proprietary notices or labels. Subject to Customer's ongoing compliance with the Terms, SuperAnnotate hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, internal right during the Term to allow its employee-personnel in the quantities according to SuperAnnotate policies to access and use the Platform, solely for Customer's internal business purposes. The license may only be used by the registered users.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related to or resulting from either in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the Terms

2.3 Customer represents, covenants, and warrants that Customer will use the Software and the Platform only in compliance with SuperAnnotate’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Customer will not access or use the Platform or allow others to access or use the Platform using forced, indentured or convict labor or using the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of such individuals or in the United States. Customer hereby agrees to indemnify and hold harmless SuperAnnotate against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the Terms or otherwise from Customer’s use of Software and/or Platform. Although SuperAnnotate has no obligation to monitor Customer’s use of the Software and/or Platform, SuperAnnotate may do so and may prohibit any use of the Software and/or Platform it reasonably believes is, or is alleged to be, in violation of the Terms.

2.4 Customer is responsible for obtaining and maintaining (a) all rights from third parties to the Imagery (as defined below) submitted to SuperAnnotate necessary for SuperAnnotate to exercise its rights and perform its obligations under this Agreement, and (b) any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, “Equipment”). Customer is also responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment, with or without Customer’s knowledge or consent. Customer is solely responsible for ensuring that it has complied with all privacy and publicity rights and all other laws and regulations in obtaining the audio and video files, in utilizing the Platform, in having the Professional Services performed, and in distributing and displaying the Platform output. SuperAnnotate shall use commercially reasonable efforts to maintain the

security and integrity of the Services and the Customer Data.

2.5 Customer, not SuperAnnotate, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and use of the SuperAnnotate Resources output. SuperAnnotate is a technology provider. SuperAnnotate customers find many creative and useful ways to leverage the SuperAnnotate Resources. While SuperAnnotate provides Customer with an Imagery labelling tool, it is solely Customer’s responsibility to ensure that use of the Platform output in any particular field is appropriate and safe for Customer’s needs and complies with all applicable laws and regulations. Without limiting the generality of the foregoing, SuperAnnotate is not a fault-proof technology provider and does not guarantee that SuperAnnotate Resources (including, without limitation, the Platform, or the Professional Services) will be accurate and error free. As a technology provider, SuperAnnotate is not in a position to make any guarantees or commitments regarding the accuracy of any particular label. Customer shall take all steps necessary to review the quality and ensure the accuracy of the SuperAnnotate Resources output before using in any high-risk context, including without limitation self-driving cars, weapons or defense, or aircraft.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party’s business (hereinafter

referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of SuperAnnotate includes non-public information regarding features, functionality, performance, Terms, and pricing of the SuperAnnotate Resources, the technology and specifications underlying the SuperAnnotate Resources, current and prospective customers, investor details, and product road maps. Proprietary Information of Customer includes non-public data provided by Customer to SuperAnnotate to enable the provision of the SuperAnnotate Resources (“Customer Data”) including all aspects of Customer’s images and videos: the images, video (both the moving images and any still frames), audio (both audible and transcribed), metadata, and how Customer modifies any of that using the SuperAnnotate Resources (collectively, the “Imagery”).

3.2 The Receiving Party agrees: (i) to take reasonable precautions to protect Proprietary Information, and (ii) not to use (except in connection with the performance of the SuperAnnotate Resources or as otherwise permitted by the Terms, such as providing the Imagery to third party labelers) or divulge to any third person any Proprietary Information. The Disclosing Party agrees that the foregoing does not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party without restriction, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party. Receiving Party may disclose Proprietary Information, to the extent required, if required to do so by valid and applicable law or court order (after providing as much notice as possible to the Disclosing Party and assistance in limiting the scope of disclosure and applying for a protective order or other protective measures).

3.3 Customer retains its rights, title and interest in and to the Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. SuperAnnotate (or its licensors and subcontractors) own and retain all right, title and interest in and to (a) the SuperAnnotate Resources, all improvements, enhancements, or modifications to any of the foregoing, (b) any software, applications, inventions, or other technology developed in connection with the SuperAnnotate Resources or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, SuperAnnotate may collect and analyze data and other information relating to the provision, use, and performance of various aspects of the SuperAnnotate Resources and related systems and technologies (including, without limitation, information concerning Customer Data and data derived from it) (collectively, the “SuperAnnotate Resources Data”), and SuperAnnotate will be free (during and after the term of this Agreement) to (i) use SuperAnnotate Resource Data to operate, improve and develop the SuperAnnotate Resources, or any of them, as well as any other SuperAnnotate technology and offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Customer hereby grants to SuperAnnotate a non-exclusive, royalty-free, perpetual, irrevocable license, to use the SuperAnnotate Resources Data and to exploit any suggestions, enhancement requests, feedback, recommendations, or other ideas Customer provides to SuperAnnotate in connection with the SuperAnnotate Resources. No rights or licenses are granted except as expressly provided.

4. TERM AND TERMINATION

4.1 Subject to earlier termination as provided in the Terms, this Agreement will continue until either party requests termination, which shall be effective immediately.

4.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon 30 days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Unless Customer is in breach of this Agreement, upon termination, Customer may access the Platform for a period of 30 days, solely for the purpose of retrieving an electronic copy of the Customer Data. Thereafter SuperAnnotate may, but is not obligated to, delete stored Customer Data. All sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranty disclaimers, and limitations of liability.

5. WARRANTY DISCLAIMER

The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by SuperAnnotate or by third-party providers, or because of other causes beyond SuperAnnotate's reasonable control, but SuperAnnotate will use reasonable efforts to provide advance notice by e-mail of any scheduled service disruption. HOWEVER, SUPER ANNOTATE DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND ALL SUPERANNOTATE RESOURCES ARE PROVIDED "AS IS" AND SUPERANNOTATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, SUPERANNOTATE AND ITS LICENSORS AND SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL SERVICE, EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; (C) FOR ANY MATTER BEYOND SUPERANNOTATE'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SUPERANNOTATE FOR PLATFORM ACCESS UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY OR IF NO AMOUNTS WERE PAID, US\$50, IN EACH CASE, WHETHER OR NOT SUPERANNOTATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

7. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with SuperAnnotate's prior written consent. SuperAnnotate may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind SuperAnnotate in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically or otherwise confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement is governed by the laws of the State of California without regard to its conflict of laws provisions. The parties consent to jurisdiction and venue in the state and federal of courts in San Francisco, California. Customer hereby grants SuperAnnotate a license to display Customer's name and logo on its website and other marketing materials listing it as a SuperAnnotate customer.

EXHIBIT A
Service Level Terms

If you are a Free User, SuperAnnotate provides no assurances or remedies related to service availability or performance. If you desire service level commitments, please register for a Pro User account.

EXHIBIT B

Support Terms

Free Users are not entitled to any support. If you desire support, please register for a Pro User account.