

## PROFESSIONAL ACCOUNT AGREEMENT

This Professional Account Agreement (the “Agreement”) is made and entered into by and between SuperAnnotate AI, Inc. (“SuperAnnotate”), with a place of business at 440 N Wolfe Rd, Sunnyvale, CA 94085 and the party identified on the Order Form (“Customer”). SuperAnnotate and Customer are individually referred to as a “Party” and collectively as the “Parties.”

This Agreement is effective as the earlier of the first date Customer signs or otherwise accepts the Agreement, the Order Form, a Statement of Work or begins using the SuperAnnotate Platform (as defined below) (the “Effective Date”).

BY SIGNING THE ORDER FORM OR THE AGREEMENT, YOU AND THE ENTITY OR COMPANY THAT YOU REPRESENT AGREE TO THE TERMS OF THIS AGREEMENT. CUSTOMER’S SUBMISSION OF CONTENT OR OTHER USE OF ANY OF THE SUPERANNOTATE RESOURCES (AS DEFINED BELOW) SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT.

If you are signing this Agreement on behalf of an entity, 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 sign this Agreement and no licenses will be granted under this Agreement. The “Platform” means SuperAnnotate’s proprietary technology platform used to annotate images and videos and any other services, applications, or tools to be provided under this Agreement or pursuant to the Order Form or Statement of Work. This Agreement, together with the terms provided on each applicable Order Form or Statement of Work, which is hereby incorporated herein, governs Customer’s access to and use of the Platform.

### 1. SERVICES

**1.1 SuperAnnotate Services.** This Agreement governs Customer’s use of SuperAnnotate’s Platform, software and any other services, to the extent described in the services agreed by the Parties in Order Form or Statement of Work (collectively, “SuperAnnotate Resources”). The SuperAnnotate Services may include, but are not limited to SuperAnnotate securing annotation services for Customers and either assisting in the management of the annotation project or allowing the Customer to communicate with the service provider directly.

**1.2 License Grant.** SuperAnnotate hereby grants to Customer a limited nonexclusive, royalty free, irrevocable (except as provided herein), nontransferable, non-assignable right and license to access and use the SuperAnnotate Resources during the Term set forth on the Order Form or in the Agreement as defined in Section 7 below. Customer agrees that Customer will not: (i) access, use, copy, or distribute any component of the SuperAnnotate Resources except as expressly permitted in this Agreement; (ii) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them, including use or allow the use of any SuperAnnotate Resources for rental or in the operation of a service bureau or time-sharing arrangement, hosting or ASP model; (iii) remove or obscure any copyright, or proprietary rights notice on any component of the SuperAnnotate Resources; (iv) interfere with, disrupt, alter, translate, reverse engineer, decompile, or disassemble, create derivative works, or modify any component of the SuperAnnotate Resources; or (v) engage in any activities otherwise prohibited by the Agreement or law.

**1.3 Service Levels.** SuperAnnotate will use commercially reasonable efforts to provide Customer access to the Platform in accordance with the Service Level terms set forth in Exhibit A. As part of the registration process, Customer will identify an administrative username and password for Customer’s SuperAnnotate account. SuperAnnotate reserves the right to refuse registration of or cancel passwords it deems insecure.

**1.4 Technical Support.** SuperAnnotate will provide Customer with commercially reasonable technical support services in accordance with the terms set forth in Exhibit B.

**1.5** In exchange for Customer's payment of any applicable Professional Services Fees as specified in the applicable Order Form or Statement of Work, and subject to Customer's compliance with this Agreement, SuperAnnotate agrees to use reasonable commercial efforts to provide the agreed upon Professional Services as specified in the applicable Order Form or Statement of Work. If SuperAnnotate or its partners cannot complete the Professional Services within the estimated hours, or if SuperAnnotate or its partners provides additional Professional Services, and the rate for such additional Professional Services is not set forth in the Order Form or Statement of Work, Customer will pay SuperAnnotate at its then-current hourly rates for such Professional Services.

**1.6** In connection with SuperAnnotate's provision of Professional Services, SuperAnnotate will use and rely upon its processes, workforce, inventions, patents, trade secrets, trademarks and copyrights, including ideas, concepts and know-how, developed or obtained by or for SuperAnnotate either prior to or during the term of this Agreement (collectively, "SuperAnnotate Professional Services IP"). Customer acknowledges that SuperAnnotate retains all rights in the Professional Services and SuperAnnotate Professional Services IP (and any improvements thereto), including all copyright, patent and other intellectual property or proprietary rights therein. No title to or ownership of SuperAnnotate Professional Services IP (including any derivative works) or any associated intellectual property or proprietary rights are transferred to Customer by this Agreement, and no licenses to any SuperAnnotate Professional Services IP are granted to Customer. No rights or licenses are granted to Customer hereunder other than as expressly set forth herein.

**1.7** With a Professional Account, Customer will have access to third party annotation service providers ("Annotation Service Providers"). SuperAnnotate may at its option provide the opportunity for Customer to engage with third parties for professional services, including Annotation Service Providers and other service providers (collectively, the "Service Providers"). While Customer will select the Service Provider to work with, SuperAnnotate will take all commercially reasonable efforts to provide the Professional Services with Service Providers. Although SuperAnnotate may help to manage the interaction between Customer and Service Providers, SuperAnnotate assumes no responsibility whatsoever for Service Providers. Customer shall indemnify and hold harmless SuperAnnotate for any liability or claims related to Customer's engagement of Service Providers.

## **2. OWNERSHIP**

**2.1** SuperAnnotate Resources. SuperAnnotate shall retain all right, title, and interest to copyright and Intellectual Property in the SuperAnnotate Resources, and Customer shall not acquire any right, express or implied, in any component thereof. For purposes of this Agreement, "Intellectual Property" means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), (b) copyrights, (c) internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith, (d) trade secrets, (e) rights in databases and designs (ornamental or otherwise), (f) moral rights, rights of privacy, rights of publicity and similar rights, and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

**2.2** Content Rights. Customer hereby grants to SuperAnnotate a limited license to use any content, data, and materials including without limitation, image and videos and any related metadata uploaded or supplied by Customer during the Term (collectively, "Customer Data") for the sole and exclusive purpose of providing the services under this Agreement, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the provision of the services. Customer shall retain all right, title, and interest to Customer Data.

**2.3** Notwithstanding the foregoing or anything to the contrary herein, SuperAnnotate will have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the services and related systems and technologies (including, without limitation, information concerning Customer Data, metadata, and data derived therefrom), and SuperAnnotate will be free (during and after the Term hereof) to (a) use such information and data to improve and enhance the services and other offerings of SuperAnnotate, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business.

### **3. CUSTOMER OBLIGATIONS AND RESTRICTIONS**

**3.1** 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; modify, translate, or create derivative works based on the Platform; use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; provide use of the SuperAnnotate Resources on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the SuperAnnotate Resources or "frame" or "mirror" any of the SuperAnnotate Resources on any other server, or wireless or Internet-based device; attempt to or circumvent SuperAnnotate when engaging any Annotation Service Providers or engage any Annotation Service Provider directly and/or outside the SuperAnnotate Marketplace; or remove any proprietary notices or labels.

**3.2** Subject to Customer's ongoing compliance with the Terms, including any limitations and restrictions set forth in therein, and timely payment of all applicable fees, SuperAnnotate hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, internal right during the Term to allow its authorized employee-personnel and authorized contractors (who may include Service Providers), in the quantities of authorized users specified on the Order Form or Statement of Work, to access and use the SuperAnnotate Resources, solely for Customer's internal business purposes. The license may only be used by Customer's authorized users who have registered under Customer's account. The pricing is based on factors such as the number of users, hours of use, and images as described on the Order Form or Statement of Work. Use of the SuperAnnotate Resources in excess of the number of authorized users, hours, or images specified on the Order Form or Statement of Work, constitutes a violation of the Terms and such use is unauthorized. Customer will be responsible for paying the costs of any overage within 10 days of an invoice.

**3.3** Customer may not remove or export from the United States or allow the export or re-export of the SuperAnnotate Resources, 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.

**3.4** Customer represents, covenants, and warrants that Customer will use the Platform and the SuperAnnotate Resources only in compliance with SuperAnnotate's standard policies then in effect (the "Policies") and all applicable laws and regulations. Customer will not access or use the SuperAnnotate Resources or allow others to access or use the SuperAnnotate Resources 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.

**3.5** 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 SuperAnnotate Resources, 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. For purposes of clarification, without limitation, Customer is responsible for all use of SuperAnnotate Resources through Customer's account, even if Customer did not authorize a particular use. 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 SuperAnnotate Resources, in having the Professional Services performed, and in distributing and displaying the SuperAnnotate Resources output. SuperAnnotate shall use commercially reasonable efforts to maintain the security and integrity of the SuperAnnotate Resources and the Customer Data.

**3.6** 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 annotation tool, it is solely Customer's responsibility to ensure that use of the SuperAnnotate Resources 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, Service Providers 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.

**3.7** Customer acknowledges and agrees that it is solely responsible for its conduct and activities on and regarding any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that the Customer posts and displays on these community spaces on the Platform.

**3.8** Features may be available within the Platform that are an additional charge. Such features will be labeled as such within the Platform and Customer will be responsible for payment related to the use of these features.

#### **4. SERVICE PROVIDERS**

**4.1** Without prejudice to Sections 1.1 and 1.7, to the extent you use any of the Self Service or otherwise engage Service Providers, you acknowledge and agree that SuperAnnotate's sole role is to make such Service Providers, including any related marketplace features on the Platform, available to you. SuperAnnotate has no control over the quality, safety, morality or legality of any aspect of any service provider's services, work product, or any other matter, including the truth or accuracy of the profiles or other information displayed by a service provider, the ability of such Service Providers to sell the products, or their ability to fulfill their obligations to you (and vice versa). SuperAnnotate cannot and does not make any warranties about their quality, safety, or even the legality of any services provided by such service providers. Any legal claim related to services you purchase must be brought directly against the Service Provider.

**4.2** You are permitted to use the \Service Providers, marketplace, or other related features of the Platform, including the purchase of any services from a Service Provider, solely at your own risk. YOU RELEASE SUPERANNOTATE AND ITS AFFILIATES FROM ANY CLAIMS RELATED TO SERVICES, GOODS, OR ANY OTHER ENGAGEMENT TRANSACTED THROUGH THE PLATFORM, INCLUDING FOR NON-PERFORMANCE, DEFECTIVE PRODUCTS OR SERVICES, MISREPRESENTATIONS BY YOU OR A

SERVICE PROVIDER, OR PRODUCTS THAT CAUSED PHYSICAL INJURY OR DAMAGE TO PROPERTY (LIKE PRODUCT LIABILITY CLAIMS). You understand that we have no obligation to screen any Service Providers, and YOU RELEASE US FROM ALL LIABILITY RELATING TO YOUR INTERACTIONS WITH SERVICE PROVIDERS. IT IS YOUR RESPONSIBILITY to exercise caution, due diligence, and good judgment in all interactions with Service Providers.

**4.3** Once you have indicated your agreement to an applicable Order Form or Statement of Work with respect to services to be provided by a Service Provider, all additional terms, including prices and fees, shall be final and binding. Once an order is placed with us and the Service Provider accepts such order, you and the Service Provider will be deemed to have entered into a binding sale and purchase agreement with each other. All such sales are binding. You are obligated to pay for the services of the order in accordance with the terms set forth in the Order Form or Statement of Work and any other related document approved by SuperAnnotate and agreed by the Parties thereto.

**4.4** It is SuperAnnotate's goal and desire to enhance customer satisfaction. While SuperAnnotate may, as a courtesy, facilitate resolution of any complaint, dispute, or issue with respect to the services of a Service Provider, it is not SuperAnnotate's obligation to do so. If SuperAnnotate chooses to assist in communications or facilitation of resolutions between you and a Service Provider in relation to any transaction, SuperAnnotate reserves the right to do so by any means determined to be appropriate in SuperAnnotate's sole discretion. To that end, you hereby authorize SuperAnnotate to affect any such resolution between you and the Service Provider. Such assistance does not and cannot be construed to: (a) be inconsistent with, limit or prejudice any other rights of SuperAnnotate and your releases of SuperAnnotate set forth in this Agreement, or (b) create any obligation or liability on the part of SuperAnnotate. You also acknowledge and agree that SuperAnnotate does not assume any liability by virtue thereof, and you hereby release SuperAnnotate from any liability or claims with respect to any such issues that SuperAnnotate elects to assist or facilitate.

**4.5** Service Providers are solely responsible for all proven non-compliant performance of services. Customer is also solely responsible for informing SuperAnnotate of any mishandled orders or related issues, and for all other Customer relationship matters relating to orders processed through the Platform. We are not responsible in any way whatsoever for any of the foregoing matters. Notwithstanding the foregoing, SuperAnnotate reserves the right to suspend or terminate any process on the Platform (whether before or after placement or acceptance of any orders), with no obligation or liability to you. SuperAnnotate will endeavor to contact all those affected and notify of any such termination or suspension.

**4.6** You represent, warrant, and covenant that: (a) you will comply with all of your obligations under this Agreement (including this Section 4) and any Order Form or Statement of Work, and that the person signing on Customer's behalf is authorized to do so; (b) the information provided to SuperAnnotate and/or on its account is true, accurate, current, and complete; (c) Customer has and will maintain all rights granted to SuperAnnotate hereunder; (d) you will comply with all applicable laws, governmental regulations and requirements applicable to you; and (e) no part of the services requested, including without limitation, any information, materials, or work product used or developed in procuring the Services, infringes any intellectual property rights (including, copyrights, trademark rights, designs, database rights and all other intellectual rights and equivalent or similar forms of protection existing anywhere in the world) or any other rights of third parties. You also agree that your use of the Platform to procure the services will comply with export and import laws and regulations of any applicable country, and will in no event involve any countries, entities, individuals, or services prohibited by sanctions, embargoes, regulations, or orders administered by the US Department of Treasury's Office of Foreign Assets Control ("OFAC") or other government agencies.

**4.7** SuperAnnotate reserves the right to charge and collect any fees for the use of the Platform to procure services, as may be deemed necessary in SuperAnnotate's sole discretion. If determined to be necessary by SuperAnnotate, SuperAnnotate may also: (a) request additional information from you prior to an order, (b) verify

information prior to processing any order or purchase, or (c) refuse or cancel an order for any reason including inaccuracies or errors in information provided to SuperAnnotate, or problems identified by us related to credit or fraud. SuperAnnotate may choose to charge any such fees to you and automatically deduct or offset from any payments to you for fees owed by you to SuperAnnotate (if any). In the event that you submit a chargeback, SuperAnnotate may elect at its sole discretion to respond to the credit card networks, but SuperAnnotate shall have no responsibility to resolve, insure, or procure or issue any refunds. Depending on your business status and location, SuperAnnotate may be required to charge any applicable taxes, duties, or levies (including, VAT, GST, etc.) and remit it to the relevant tax authority. If required in the applicable jurisdictions, SuperAnnotate reserves the right to collect any taxes from the you and pay such taxes to the relevant tax authority. Notwithstanding any of the foregoing, SuperAnnotate shall not have the obligation to withhold any taxes.

**4.8** While SuperAnnotate, by virtue of this Agreement, has made every effort to require that each user of the Platform complies with all laws applicable to it, YOU ACKNOWLEDGE, AGREE, AND AFFIRM AGAIN (AND WITHOUT LIMITING THE GENERALITY OF ANY PROVISION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION 1 AND THIS SECTION 4) THAT YOU RELEASE SUPERANNOTATE AND ITS AFFILIATES FROM ANY AND ALL LIABILITY, RESPONSIBILITY, OR INVOLVEMENT IN ANY DISPUTES RELATED TO THE SERVICES (WHETHER DIRECT OR RELATED TO THIRD PARTY CLAIMS) THAT ARE SOLD AND/OR PURCHASED ON THE PLATFORM, AND THAT YOUR SOLE CLAIM, RIGHT, RECOVERY, OR REMEDY SHALL BE AGAINST AND LIE WITH THE SERVICE PROVIDER, AND NOT AGAINST OR WITH SUPERANNOTATE OR ITS AFFILIATE.

## **5. CONFIDENTIALITY**

**5.1** 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").

**5.2** During the Term of this Agreement, 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).

## **6. PAYMENT OF FEES**

**6.1** Customer will pay SuperAnnotate the applicable fees for the SuperAnnotate Resources set forth and described on the Order Form or Statement of Work in accordance with the Terms (the "Fees"). If Customer's use or number of users of the Platform exceeds the Platform Capacity or number of licensed users (respectively) set forth on the Order Form or Statement of Work or otherwise requires the payment of additional fees (per the

Order Form or Statement of Work), Customer will be billed for such usage and Customer will pay the additional fees in the manner provided by the Order Form or Statement of Work. SuperAnnotate reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term set forth in the Order Form, or then-current renewal term, upon 30 days prior notice to Customer (which may be sent by email). If Customer believes that SuperAnnotate has billed Customer incorrectly, Customer must contact SuperAnnotate no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Except to the extent expressly provided elsewhere in the Agreement, all Fees, including without limitation, all fees for the Professional Services and all fees for Annotation Service Providers, are nonrefundable. All fees are in U.S. dollars unless otherwise specified.

**6.2** SuperAnnotate may choose to bill through an invoice (email is acceptable), in which case, full payment for invoices issued in any given month must be received by SuperAnnotate within 10 days of the date of the invoice. Unpaid amounts are subject to a finance charge of 1% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the SuperAnnotate Resources. Customer is responsible for all taxes associated with the SuperAnnotate Resources other than U.S. taxes based on SuperAnnotate's net income.

## **7. TERM AND TERMINATION**

**7.1** Subject to earlier termination as provided in the Terms, this Agreement is for the Initial Term specified in the Order Form (the "Initial Term" or "Term"). If no Term is set in the Order Form, the Term of this Agreement shall be for 1 year, automatically renewing monthly thereafter unless terminated in accordance with this Agreement or in writing by a Party with 30 days' notice.

**7.2** 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. Customer will pay in full any unpaid amounts for the SuperAnnotate Resources up to and including the last day on which any of the SuperAnnotate Resources are provided and any liabilities incurred by Customer prior to termination will survive termination or expiration of the 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, accrued rights to payment, ownership, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **8. NON-SOLICITATION**

**8.1** As part of any solicitation or transaction for annotation services, Customer may obtain contact information, including email address, about an Annotation Service Provider. This contact information shall only be used for that transaction or for SuperAnnotate-related communications. Customer shall not solicit or induce any employee, contractor, or service provider of SuperAnnotate or an Annotation Service Provider engaged in the provision of services to Customer to leave the employment or engagement of SuperAnnotate or to engage in future services without SuperAnnotate's written consent. Customer acknowledges that SuperAnnotate shall be entitled to injunctive or other equitable relief in order to enforce this provision.

## **9. WARRANTY AND DISCLAIMER**

SuperAnnotate will use commercially reasonable efforts consistent with prevailing industry standards to maintain the SuperAnnotate Resources in a manner that minimizes errors and interruptions in the SuperAnnotate Resources. The SuperAnnotate Resources 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 SUPERANNOTATE RESOURCES 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.

## **10. INDEMNITY**

**10.1** SuperAnnotate will hold Customer harmless from liability to third parties resulting from infringement by the SuperAnnotate Resources of any United States patent or any copyright or misappropriation of any trade secret, provided SuperAnnotate is promptly notified of any and all related threats, claims, and proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. SuperAnnotate will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the SuperAnnotate Resources (i) not made available by SuperAnnotate, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by SuperAnnotate, (iv) combined with other products, processes, technology, or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the SuperAnnotate Resources is not strictly in accordance with this Agreement. If, due to a claim of infringement, the SuperAnnotate Resources is held by a court of competent jurisdiction to be, or is believed by SuperAnnotate to be, infringing, SuperAnnotate may, at its option and expense (a) replace or modify the SuperAnnotate Resources to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the SuperAnnotate Resources, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the SuperAnnotate Resources.

**10.2** Customer agrees to indemnify and hold SuperAnnotate and its parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and supplier, harmless from and against all damages, costs (including without limitation, settlement costs), losses, expenses, and liabilities (including without limitation, reasonable attorneys' fees) relating to any claim or demand asserted by any party against SuperAnnotate and/or its affiliates arising from or related to your activities, use, breach, violation, infringement or any other conduct on or through SuperAnnotate Resources. SuperAnnotate reserves the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy

## **11. 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 SUPERANNOTATE RESOURCES 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.



## **12. DATA PRIVACY AND INFORMATION SECURITY**

**12.1** Without limiting SuperAnnotate's obligation of confidentiality as further described herein, SuperAnnotate will be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of SuperAnnotate, if any, comply with all of the foregoing.

## **13. MISCELLANEOUS**

**13.1** 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.

**13.2** 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.

**13.3** 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. SuperAnnotate may amend this Agreement and any other generally applicable policies and terms of the SuperAnnotate Platform from time to time, in our sole and absolute discretion without notice. Any amendment or other change will be effective upon the posting thereof on SuperAnnotate's website or, at the election of SuperAnnotate, by notice to you. Customer is responsible for reviewing such locations and informing itself of applicable changes or notices. You understand and agree that if you use the Platform after the date on which these amendments have become effective, SuperAnnotate will treat your continued use of the Platform as acceptance of the updated terms. CUSTOMER'S CONTINUED USE OF THE SUPERANNOTATE PLATFORM AFTER OUR POSTING (OR, IF APPLICABLE, NOTICE) OF ANY AMENDMENTS OR OTHER CHANGES WILL CONSTITUTE YOUR ACCEPTANCE TO SUCH AMENDMENTS OR OTHER CHANGES. If you object to any amendments to this Agreement, you must provide us with written notice thereof within 30 calendar days the effective date of the amendment, in which event the amendments shall be deemed to automatically apply to you and this Agreement from the beginning of your renewal Term.

**13.4** You agree that if SuperAnnotate does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which we have the benefit of under any applicable law), it shall not constitute a waiver of SuperAnnotate's rights, and as such, those rights or remedies will still be available to SuperAnnotate. Nothing in this Agreement shall prevent SuperAnnotate from complying with the law and these terms do not confer any third party beneficiary rights.

**13.5** Any provision of this Agreement shall survive any termination or expiration of this Agreement to the extent required to enforce any rights or obligations accrued thereunder prior to or as a result of such termination.

**13.6** In the event of any dispute, controversy, or claim under the provisions of this Agreement, other than a dispute, controversy, or claim in which the sole relief is an equitable remedy such as an injunction, the Parties shall be required to have the dispute, controversy, or claim settled by arbitration in the County of San Francisco, California, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association ("AAA"), before a single arbitrator mutually selected by the Parties in accordance with the rules of the AAA. Any award entered by the arbitrator shall be final, binding, and non-appealable, and judgment may be entered thereon by either Party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The fees of the AAA and the arbitrator and any expenses

relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) shall be paid as determined by the arbitrator.

**13.7** 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.

**13.8** 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.

**13.9** 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.

**13.10** 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 Targets

1. AVAILABILITY. The Platform will be available at least 99% of each month during the Term, excluding “Scheduled Downtime” and “Other Causes” (“Service Level Target”). The Platform is available when users are able to successfully login to the application.
  - 1.1 “Scheduled Downtime” means the downtime resulting from either a Force Majeure event(s) or for regular maintenance, improvements and upgrades, not to exceed 5 hours or 2 business hours in a calendar month.
  - 1.2 “Other Causes” means: downtime caused by (a) any authorized user of Customer; (b) Customers’ use of the SuperAnnotate Resources other than in accordance with the Agreement; (c) lack of availability or untimely response time from Customer with regard to incidents that require Customer’s participation for source identification and/or resolution; (d) the impairment or unavailability of minor features or functionality that do not adversely affect the end user experience or productivity ,such as cosmetic defects or pending requests for functionality or configuration changes not included in the core Platform offering; (e) system impairment or unavailability caused by scheduled routine activities; (f) the Equipment; or (g) any third party activities, equipment or software not within SuperAnnotate’s direct control.
2. SCHEDULE AND UNSCHEDULED MAINTENANCE. Regularly scheduled maintenance time does not count as downtime. Maintenance time is considered regularly scheduled if it is communicated in accordance with Section 4 below at least forty-eight (48) hours in advance of the maintenance time and occurs outside of regular business hours in the United States.
3. DOWNTIME MEASURED. Unless SuperAnnotate is aware of the downtime and is able to measure it ourselves, Customer will notify SuperAnnotate of any downtime experience within forty-eight (48) hours of the incident. The measurement of record for availability of the Platform shall be SuperAnnotate’s system logs.
4. UPDATES/NOTICES. Availability notices will be sufficient if posted on the SuperAnnotate Support page and emailed to Customer.
5. EXCLUSION OF TRIAL AND DEMO ACCOUNTS. The foregoing Service Level Targets apply only to SuperAnnotate Pro Accounts. Free Accounts and any test environments are expressly excluded from any Service Level Target.

## EXHIBIT B

### Support Terms

1. SuperAnnotate shall provide support directly to authorized users of Pro Account Customers by way of customers contacting SuperAnnotate support via email or other communication systems provided by SuperAnnotate to Customers.
2. In the event that Customer's IT staff, after providing basic support, are unable to resolve technical issues, SuperAnnotate shall provide Customer with reasonable back-up support in accordance with the below response time table. SuperAnnotate support services ("**Support**") are intended to assist Customer's IT staff in troubleshooting and resolving specific issues relating to Customer's use of the Platform. Customer is expected to fulfill reasonable troubleshooting tasks as recommended by SuperAnnotate support staff.
3. Certain plans such as Starter or other entry-level plans may only be entitled to limited support as defined by SuperAnnotate in the product offering. This may include longer response times to support inquiries, limited methods of contacting SuperAnnotate (such as email-only), and others.
4. Issues arising from a need for configuration, training or Professional Services are not covered under Support as described in this Schedule and will be addressed by Customer's purchase of Professional Services under an Order Form or Statement of Work. SuperAnnotate Support does not include assistance with or support for Equipment, non-SuperAnnotate products, services or technologies, including databases, computer networks, communications systems, computers, hard drives, networks or printers.
5. SuperAnnotate reserves the right to access to a Customer tenant or instance to help troubleshoot any issues. Providing technical Support does not imply that SuperAnnotate will fix defects or make changes to the SuperAnnotate Software.
6. SuperAnnotate shall use commercially reasonable efforts to respond to Customer support requests from one of Customer's registered authorized users during SuperAnnotate standard business hours. In some cases, SuperAnnotate may need to obtain additional information from Customer in order to resolve the issue.

Response Time Targets during Support Hours for Non-entry-level Pro Account plans

Level of Severity	Description of Severity	Characteristics	Target Response Time
Level 1 - Critical	<b>Critical Business Impact:</b> Critical issue occurring on production system preventing business operations. A large number of users are prevented from working with no procedural workaround.	<ol style="list-style-type: none"> <li>1. System hangs or crashes</li> <li>2. Critical functionality not available</li> <li>3. Data loss or data corruption</li> <li>4. Large number of end users blocked from work</li> <li>5. Impact is escalating quickly</li> </ol>	2 business hours
Level 2 - Major	<b>Significant Business Impact:</b> Major issue occurring on production system severely impacting business. A large number of users are impacted by issue but they are still able to work in a limited capacity.	<ol style="list-style-type: none"> <li>1. Significant performance degradation</li> <li>2. Important functionality not available</li> <li>3. Small number of users blocked from work</li> <li>4. Impact is escalating</li> </ol>	4 business hours
Level 3 - Minor	<b>Normal Business Impact:</b> Issue causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	<ol style="list-style-type: none"> <li>1. Some system functions not available</li> <li>2. Minor performance degradation</li> <li>3. Small number of users impacted</li> <li>4. Impact is not escalating</li> </ol>	8 business hours
Level 4 - Low	<b>Minimal Business Impact:</b> Cosmetic issue or question, comment, feature request, documentation issue or other non-impacting issue.	<ol style="list-style-type: none"> <li>1. Incorrect product behavior without impact</li> <li>2. Product question or enhancement</li> </ol>	24 business hours