

Terms of Service

LAST UPDATED: 01/31/2025

SEENBIRD LICENSE AGREEMENT ("AGREEMENT" or "Agreement") (v3)

IMPORTANT: PLEASE CAREFULLY READ THESE CURRENT TERMS AND CONDITIONS GOVERNING YOUR USE OF SEENBIRD'S DOCUMENTATION, PACKAGED SOFTWARE, INCLUDING APPLICATION PROGRAMMING INTERFACE ("API") OR SOFTWARE DEVELOPER KITS ("SDK") AS APPLICABLE, AND ANY THIRD PARTY HOSTED CLOUD SERVICE PROVIDERS, INCLUSIVE OF SUCH LIMITATIONS OR OPTIONAL FEATURES AS MAY BE COMMUNICATED TO CUSTOMER AND ANY SUPPORTING SERVICES ("COLLECTIVELY, SEENBIRD SERVICES"). THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE LEGAL ENTITY YOU REPRESENT ("CUSTOMER") AND SEENBIRD, INC. AND ITS SUBSIDIARIES AND AFFILIATES, AS APPLICABLE ("SEENBIRD"). BY CLICKING THE "I ACCEPT" BUTTON, EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, OR BY EITHER ACCESSING OR USING THE SEENBIRD SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED, UNDERSTANDS, AND ACCEPTS THESE TERMS AND CONDITIONS. YOU WARRANT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR LEGAL ENTITY AND "CUSTOMER" REFERS TO THAT ENTITY. IF CUSTOMER DOES NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SEENBIRD SERVICES. BY USING THE SEENBIRD SERVICES, CUSTOMER WARRANTS TO USE BEST EFFORTS TO ENSURE CONTRACTUAL EFFICACY TO ALL TERMS HEREIN. SEENBIRD MAY MAKE CHANGES TO THE SEENBIRD SERVICES OR MODIFY THE TERMS AND CONDITIONS HEREIN AT ANY TIME. CUSTOMER'S CONTINUED USE OF THE SEENBIRD SERVICES AFTER MODIFICATIONS HAVE BEEN POSTED TO SEENBIRD'S WEBSITE WILL SIGNIFY CUSTOMER'S ASSENT TO AND ACCEPTANCE OF THE REVISED TERMS. TO THE EXTENT ANY TERMS OF THIS AGREEMENT DIRECTLY CONFLICT WITH THE TERMS OF ANY FULLY EXECUTED WRITTEN AGREEMENT BETWEEN SEENBIRD AND CUSTOMER ("SUPPLEMENTAL AGREEMENT"), THE SUPPLEMENTAL AGREEMENT SHALL APPLY.

1. Order(s).

1.1. This Agreement incorporates any current or future order(s) for SendBird Services (collectively, "Order") submitted online or in written or electronic form between the parties after the Effective Date and until the last expired Order ("Term"). Each order will specify the Services to be performed by SendBird, and the applicable service period, or if not shall default to mean each calendar month ("Service Period"). SendBird reserves the right to reasonably update, modify or amend terms either to comply with applicable law or based upon new features or functionality via Customer's acknowledgement to a click-through license. To the extent, any terms and conditions in any applicable click-through license directly conflict with this Agreement, this Agreement shall control until the parties execute a formal amendment or addendum to this Agreement or a new master services agreement is signed between the parties.

2. Access & License to SendBird Software, Platform, Services and Services Documentation.

2.1. Subject to all terms and conditions of this Agreement, SendBird hereby grants to Customer the right to access and use the SendBird Services during the term as expressly agreed in applicable Order(s) and strictly limited to Customer's internal and lawful business purposes. Subject to the terms of this Agreement, SendBird grants to Customer and Customer accepts from SendBird a limited, revocable, non-exclusive, non-transferable limited license and right to use and access the SendBird Services in strict accordance with this Agreement and written guides and guidelines that describe the SendBird Services, the operating instructions, getting started guides, user manuals, and help files, in written or electronic form, made available to Customer ("Documentation").

3. Customer Data.

3.1. Customer represents and warrants that Customer has or will procure all rights necessary for its use of any content, data or data streams published or used in connection with the SendBird Services, including, but not limited to, (i) data originating from or destined for delivery to any subscriber, person or entity that uses the SendBird Services ("End User") participating in a stream of communication such as (but not limited to) a conversation, chat room or comment thread that is sent or received through the SendBird Services ("Messages"); (ii) the data related to a voice or voice & video call ("Call Data") such as Call history, Call transaction dates, and other Call metadata; or (iii) any data, data streams or third party content from any websites, applications, or other technology used to interface with the SendBird Services, accessible to End Users which are owned and operated by the Customer or at the direction of the Customer or under license from the Customer (collectively, "Customer Data"). Customer will have sole discretion as to which Customer Data it will utilize in connection with Customer's use of the SendBird Services and shall provide any and all necessary disclosures. Customer is solely responsible for any use of Customer Data used in connection with the SendBird Services.

3.2. Customer will have control over any and all Customer Data which Customer or End Users upload to the SendBird Services. Customer hereby grants to SendBird a non-exclusive, royalty-free, worldwide license during the Term to reproduce, de-identify, distribute, publicly perform, publicly display and digitally perform the Customer Data and Call Data solely for providing, supporting or improving the SendBird Services to Customer and End Users pursuant to this Agreement. Additionally, Customer understands that the technical processing and transmission of the SendBird Services, including any Customer Data and Calls provided by Customer, may involve (i) transmissions over various third-party networks, and (ii) changes to conform and adapt to technical requirements of connecting networks or devices, and Customer consents to such transmission and changes.

3.3. Customer and SendBird acknowledge that Customer Data may from time to time include personally identifiable information ("Personal Data") to the extent Customer or End Users upload Personal Data to the SendBird Services. Customer agrees that, as with all Customer Data and Call Data, the uploading of Personal Data is exclusively within the control of Customer or End Users, as applicable. Customer will comply with all applicable federal, state, local and international privacy, data protection, and security laws, rules and regulations, including without limitation, laws relating to the collection, use, reuse, processing, storage, security,

protection, handling, cross-border transfer and disclosure of Personal Data. SendBird will process the Personal Data in accordance with this Agreement, Customer's lawful written instructions and SendBird's then-current Data Processing Addendum ("DPA"), which may be found at sendbird.com/dpa. The DPA is incorporated herein by reference and made part of this Agreement.

4. De-identified Data & Feedback.

4.1. Customer grants to SendBird a non-exclusive, non-transferable, worldwide, commercial, perpetual, irrevocable, royalty-free license to de-identify data from Customer's or End User's use of the SendBird Service, and use such de-identified data to: (i) provide and maintain SendBird Services; (ii) improve or offer new SendBird Services; (iii) measure performance of SendBird Services; or (iv) for any other lawful business purpose. For clarity, de-identified data, which may include metadata or aggregated data, used by SendBird under this Section 4.1 will never identify the Customer, End User nor any individual. To the extent that any Customer provides any suggestions, enhancement request, correction, ideas or other feedback regarding the SendBird Services ("Feedback"), Customer grants SendBird a non-exclusive, worldwide, irrevocable, royalty-free license to reproduce, modify, create derivative works of, license, distribute and otherwise commercialize the Feedback as part of any of SendBird Services.

5. Restrictions of Use for SendBird Services.

5.1. Customer agrees not to attempt to, nor allow any third party to: (i) copy or make derivative works of the SendBird Services, expand the rights of access or use beyond the Order, or make the SendBird Services available to any third party via sublicense, rent service bureau or time sharing basis, (ii) decompile, reverse engineer, or disassemble the SendBird Services or otherwise attempt to reconstruct or discover any source code, underlying ideas or algorithms of the SendBird Services; (iii) disclose or publish, without SendBird's express prior written consent, performance or capacity statistics or the results of any benchmark test performed on the SendBird Services; (iv) use the SendBird Services to develop a competitive product offering promote or support any product or service that is competitive with the SendBird Services; (v) attempt to gain unauthorized access to the SendBird Services, including access to other SendBird customer's data; (vi) remove any identification, patent, trademark, copyright, or other notice from the SendBird Services; (vii) interfere with or disrupt the integrity or performance of the SendBird Services, or unreasonably burden the infrastructure utilized by SendBird to deliver the SendBird Services; (viii) use the SendBird Services including the transmission of Customer Data, in any manner that violates any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency or political subdivision, whether federal, state, local, or foreign; (ix) use, reproduce, distribute, or permit others to use, reproduce, or distribute any SendBird Confidential Information for any purpose other than as explicitly specified in this Agreement; or (x) utilize SendBird's sandbox environment for commercial use, use in an app store or app marketplace, or in a manner that is noncompliant with the restrictions set forth by SendBird.

6. Integration of Third-Party Applications & Platforms.

6.1. The Sendbird Services may support integrations with certain third-party applications and platforms ("Third-Party Services"). Customer may be required to input credentials or Sendbird may provide the applicable credentials on behalf of the Customer to access and use Third-Party Services. Any access or use is entirely at

the Customer's sole discretion. By using or enabling any access or use of the Third-Party Services, Customer has authorized Sendbird to provide, on Customer's behalf, an integration with the Third-Party Services and has provided all permissions required under applicable law. Customer represents and warrants that Customer, in any use of Third-Party Services, will comply with applicable law, as well as the terms, conditions and restrictions of the Third-Party Services provider. Customer acknowledges and agrees that Sendbird has no responsibility or liability for any Third-Party Services, including but not limited to, how a Third-Party Services uses or processes any information shared, including Customer Data, after such is exported to a Third-Party Services. Sendbird does not guarantee that it will continue to make available or maintain integrations with any Third-Party Services, and moreover, Sendbird may disable such integrations at any time with or without notice to Customer. Customer agrees to indemnify, defend and hold harmless Sendbird against any claim arising out of or relating to Customer's use of any Third-Party Services.

7. Generative AI.

7.1. In addition to the terms in this Agreement, to the extent Customer elects to use SendBird AI Services (as designated in the applicable Order), the AI Service Terms in Exhibit A will apply.

8. Communication Platform Products.

8.1. In addition to the terms in this Agreement (including, as applicable, any AI Service Terms), to the extent Customer elects to use SendBird products Chat, Business Messaging, Calls, or Desk as designated in the applicable Order ("Communication Platform Products"), the Communication Platform Product Services Terms in Exhibit B will apply.

9. Additional Customer Obligations.

9.1. Customer is solely responsible for all activities required by or otherwise related to the development, production, delivery, updating and promotion of any technology outside of the SendBird Service, including but not limited to, the Customer's websites, applications, or other technology used to interface with the SendBird Service ("Customer Services"). Customer is solely responsible for all Customer Services issues, including but not limited to, functionality, warranty, and technical and end user support.

9.2. Customer is responsible for procuring and maintaining the network connections that connect the Customer's network to the Services, including, but not limited to, browser software that supports protocols used by SendBird, and to follow SendBird's procedures for accessing the Services. It is Customer's responsibility to ensure each of End User's accounts is compatible with the then-current Services. SendBird has no responsibility for the reliability or performance of any network connections as described herein.

9.3. Customer shall comply with all applicable laws in the exercise of its rights and performance of its obligations hereunder, and shall ensure that each of the following complies with all applicable law: (i) the Customer Services and all related features and functionality; (ii) the terms and conditions applicable to the Customer Services; (iii) the fees and charges applied to or in connection with any Customer Service; (iv) and all materials related to the Customer Services, including, without limitation, all marketing and informational materials and disclosures.

9.4. Customer shall promptly fix any bugs in Customer Service or software that causes the SendBird Services to be accessed in a way that is not consistent with the Documentation or is otherwise detrimental to the performance of the SendBird Platform or SendBird Services.

9.5. Customer shall maintain and adhere to all commercially reasonable security measures to protect Customer Service and the data contained therein from unauthorized control, tampering, or any other unauthorized access, including, without limitation, compliance with applicable laws.

9.6. Customer shall promptly notify SendBird (i) regarding any End User that engages in (or that Customer reasonably believes has engaged in) activity that is illegal, fraudulent, malicious, or violates any rights of any third party or the terms of this Agreement, or (ii) if Customer becomes aware of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of security related to the SendBird Services.

9.7. Customer shall ensure that at all times during the term of this Agreement, Customer's installation, configuration, and use of SendBird Services shall (i) conform to specifications set forth in the applicable Documentation, (ii) comply with all applicable laws and regulations, including without limitation the Telephone Consumer Protection Act ("TCPA"), and (iii) comply with all license and use restrictions with respect to any third party software used by, or incorporated into, the Services.

9.8. Customer is responsible for processing and handling notices it receives from any third party claiming that Customer's or its End User's content in connection with the SendBird Platform and SendBird Services (including, without limitation, any AI Services and Communication Platform Products) violates such party's rights including without limitation, notices pursuant to the Digital Millennium Copyright Act. SendBird reserves the right to block any Customer Data or suspend any Customer account that violates the terms of Sections 5, 7, 8, or 9 of this Agreement, violates applicable law or, due to a security risk, in SendBird's reasonable discretion is necessary to mitigate liability or damages or reasonably necessary protect the interests of either party to this Agreement.

10. Limited Warranties and Disclaimers.

10.1. With respect to SendBird Services, SendBird Services shall conform in substantial conformance to the functionality as set forth in the applicable then-current Documentation.

10.2. The preceding obligation will not apply if: (i) the SendBird Services provided are used inconsistent with this Agreement or the Documentation; (ii) if SendBird Services or any part thereof have been modified without the prior written consent of SendBird; or (iii) a defect in SendBird Services provided hereunder has been caused by any of Customer's equipment, software or third-party software. In addition, the preceding obligation does not apply to downtime, service interruption or other related issues covered by SendBird's then-current Service Level Agreement <https://www.sendbird.com/support-sla> (the "SLA"). Customer's sole and exclusive remedies for SendBird's failure to meet an SLA Obligation is described in the applicable SLA.

10.3. In the event Customer discovers that the SendBird Services provided by SendBird hereunder, as applicable, are not in conformance with the obligations set forth in Section 10.1 and reports such non-conformity to SendBird, SendBird will, at SendBird's discretion, (i) exercise commercially reasonable efforts to correct the non-conformity at no additional charge to Customer, or (ii) refund Customer any prepaid fees covering the remainder of the then-current term dating from the Customer's notice of such non-conformance. THE REMEDY STATED IN THIS PARAGRAPH AND THE REMEDY STATED IN SENDBIRD'S SLA, AS APPLICABLE, CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENDBIRD'S ENTIRE LIABILITY UNDER SECTIONS 10.1 OF THIS AGREEMENT.

10.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, THE SERVICES PROVIDED HEREUNDER BY SENDBIRD ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. SENDBIRD MAKES NO REPRESENTATION OR WARRANTY THAT THE SENDBIRD SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, VIRUS-FREE OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY EXTENDS TO CUSTOMER AND END USERS OF CUSTOMER'S PRODUCTS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDES A DISCLAIMER OF THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Intellectual Property & Trademarks.

11.1. SendBird Services, SendBird's API's, SDK's, Documentation and any content, excluding Customer Data, but including de-identified data as expressed in Section 4.1 herein, embodied in or used in connection with the implementation, operation, improvement, maintenance, or hosting of the SendBird Services including all associated software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, custom reports, compilations, algorithms, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how (regardless of whether copyrightable or patentable) pertaining to any of the foregoing (all of which shall be deemed part of the SendBird Proprietary Materials), whether conceived by SendBird alone or in conjunction with others constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of SendBird and our licensors and are protected by applicable intellectual property laws of the United States and other countries. Customer acknowledges and agrees that except for the rights of access expressly granted to Customer in this Agreement, SendBird shall retain all right, title and interest in and to the foregoing, inclusive of any derivatives, modifications or improvements and nothing contained in this Agreement shall be construed as conferring upon Customer by implication, operation of law, estoppel, or otherwise, any other license or right to SendBird Proprietary Materials.

11.2. Each party shall strictly comply with all standards with respect to the other party's trademarks which may be furnished by such party from time to time. Further, neither party shall create a combination mark consisting of one or more marks of the other party. All uses of the other party's marks shall inure to the benefit of the party owning such mark. Notwithstanding the foregoing, SendBird may identify Customer by name, with or without

use of the Customer's trademark, in general promotional lists of SendBird's customers without Customer's prior consent.

12. Confidentiality.

12.1. Confidential Information means any data or information disclosed to one party, oral or written, wherein a reasonable person with general industry knowledge would likely understand such information is non-public, sensitive, proprietary or confidential. Such information includes, but is not limited to, SendBird Proprietary Materials (in whatever form or media provided), inventions, internal processes, plans, financial information, End User data, transaction volume, forecasts, projections, pricing and the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include information that the receiving party may reasonably demonstrate: (i) is in or has entered the public domain through no breach of this Agreement; (ii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iii) it has been approved for release by written authorization of the owner of the Confidential Information; or (iv) was independently developed by a party without use of or access to the Confidential Information of the other party.

12.2. Each party acknowledges and agrees that, from time to time, it may receive Confidential Information from the other party. The party that receives Confidential Information (the Receiving Party) hereby agrees (i) to hold the other party's (the Disclosing Party) Confidential Information in confidence and to take commercially reasonable precautions to protect such Confidential Information from unauthorized disclosure (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to make any use whatsoever at any time of such Confidential Information except in furtherance of this Agreement, (iv) not to copy or reverse engineer any such Confidential Information, and (v) that any employee, subcontractor, or agent given access to any such Confidential Information must have a legitimate need to know and shall be bound in writing to comply with confidentiality obligations at least as restrictive as the Receiving Party's confidentiality obligations in this Agreement.

12.3. Notwithstanding the above, the Receiving Party may disclose Confidential Information only to the extent legally compelled by a court or other government authority, provided, however, that the Receiving Party will, to the extent legally permissible, give prompt written notice to the Disclosing Party of such legal process upon receipt so that the Disclosing Party may seek an appropriate protective order, or pursue such other legal action, as the Disclosing Party may deem appropriate.

12.4. Each party's confidentiality obligations will survive for the longer of three (3) years after termination, or as applicable for each Receiving Party, one (1) year after such Receiving Party no longer holds any of Disclosing Party's Confidentiality Information in its possession, custody or control.

13. Fees & Payment.

13.1. Customer shall pay to SendBird the amounts set forth on the SendBird website unless otherwise agreed in an Order Form, which such fees may include any applicable support fees. In addition, Customer agrees to

pay the applicable fees based upon the volume of data, number of Chat Monthly Active Users the Customer has processed or registered through the SendBird Service and the volume of data stored in the SendBird Cloud (Collectively, "Usage Fees"). All fees are non-refundable and non-cancelable. There will be no refunds or credits for partial months of service, upgrades, downgrades, or unused months. Fees listed do not include any applicable sales, use, withholding, excise or VAT taxes. Customer shall be responsible for payment of all such taxes, fees, duties and charges, and any related penalties and interest, arising from the payment of such fees or the delivery or use of the SendBird Services.

13.2. Prepaid package upgrades, downgrades, or cancellations must be processed within the SendBird Administrative Portal. To ensure upgrades, downgrades, or cancellations are processed for an upcoming Service Period, requests must be submitted before the end of the current month (using Pacific Standard Time) to avoid billing of fees for the next month. Customer's requested upgrades, downgrades and cancellations shall constitute an Order Form once confirmed by SendBird.

13.3. Customer must maintain a payment method on file within the SendBird Dashboard. Customer authorizes SendBird to charge your payment method on file for all services purchased including Usage fees. Customer authorizes SendBird to use a third party to process payments and consents to the disclosure of your payment information to such third party.

13.4. SendBird will send billing correspondence to the email address entered as billing contact by Customer in the SendBird Dashboard.

13.5. In the event of a good faith dispute as to the calculation of a charge, Customer shall promptly give written notice to SendBird stating the details of any such dispute and shall promptly pay any undisputed amount. The acceptance by SendBird of such partial payment shall not constitute a waiver of payment in full by SendBird of the disputed amount. Customer agrees to pay all costs and expenses of whatever nature, including reasonable attorneys' fees, incurred by or on behalf of SendBird in connection with the collection of any unpaid amounts due to SendBird hereunder.

13.6. Any undisputed amount due to SendBird under this Agreement and not paid within 30 days of invoice due date may be subject to a finance charge payable by Customer which is equal to one and one-half percent (1.5%) or the highest rate allowable by law, whichever is less, determined and compounded daily from the date such amount is due until the date such amount is paid. Notwithstanding anything to the contrary contained in this Agreement, failure to make timely payments of undisputed amounts shall constitute a default hereunder and shall entitle SendBird to suspend Customer access to the SendBird Platform and SendBird Services without notice at SendBird's sole discretion.

14. Indemnification.

14.1. Customer will defend, indemnify and hold harmless SendBird its officers, directors, employees, subsidiaries, affiliates, successors and assigns from all claims, demands, actions, proceedings, liabilities, judgments, settlements, damages, costs and expenses (including reasonable attorneys' fees) arising from, directly or indirectly, any unaffiliated third party related to (i) facts that, if true would constitute a breach of this Agreement by Customer, (ii) Customer's or its End Users' access to, use, misuse or illegal use of the SendBird

Service (including use of the SendBird Service in violation of applicable laws), Customer Data or End User Data, or (iii) the Customer Data or Customer Service's violation or infringement of any intellectual property rights. SendBird reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case Customer agrees to cooperate with any reasonable requests to assist SendBird's defense of such matter.

14.2. SendBird will defend Customer against, and will indemnify Customer against final award of damages paid to unaffiliated third parties that brought the claim and arising out of any claim that the SendBird Services, during the Term, infringe any U.S. patent issued as of the Effective Date ("Claim"); provided that: (i) Customer promptly notifies SendBird in writing after Customer's receipt of notification of a potential Claim; (ii) SendBird shall have the right to assume sole control of the defense of such Claim and all related settlement negotiations; and (iii) Customer provides SendBird, at SendBird's request and expense, with the assistance, information and authority necessary to perform SendBird's obligations under this Section. Notwithstanding the foregoing, SendBird shall have no liability for any Claim to the extent it is based on (i) Customer's written specifications or direction, or (ii) Customer's or any agent of Customer's modification of the SendBird Services. Customer reserves the right to retain counsel at its own expense to participate in the defense and settlement of any such Claim. If, due to a Claim, (i) the SendBird Services are held by a court of competent jurisdiction to be or are believed by SendBird to infringe, or (ii) Customer receives a valid court order enjoining Customer from using the SendBird Services, SendBird may at its expense, (i) replace or modify the SendBird Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, or (ii) obtain for Customer a license to continue using the SendBird Services or (iii) terminate the applicable Order and its indemnity obligation for further activity by requesting that Customer cease use of the offending SendBird Service and then refunding to Customer the unamortized portion of the unused fees for those Services at issue hereunder (assuming amortization on a straight-line basis over the Term). THE FOREGOING STATES THE ENTIRE LIABILITY OF SENDBIRD WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SERVICES OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS WITH RESPECT THERETO.

15. Limitation of Liability.

15.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SENDBIRD BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (II) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID OR PAYABLE TO SENDBIRD HEREUNDER DURING THE SIX MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

16. Termination and Effects.

16.1. SendBird may terminate this Agreement, without cause, upon providing Customer with thirty (30) days prior written notice. Notwithstanding the foregoing, SendBird reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any free, trial, or beta versions with or without notice.

16.2. Upon expiration or termination of this Agreement, all licenses granted to the SendBird Services and the Documentation shall expire. SendBird shall discontinue the provision of the SendBird Services, and Customer shall immediately pay any outstanding invoices for services rendered through the date of termination.

16.3. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to Intellectual Property, limitation of liabilities, indemnification, governing law and arbitration shall survive any termination or expiration of this Agreement and continue in full force and effect in perpetuity.

17. General Terms.

17.1. In accordance with the Digital Millennium Copyright Act (the DMCA), as it relates to online service providers, SendBird, reserves the right to delete or disable digital content a third party alleges to be infringing, and to terminate the accounts of repeat alleged infringers. To review our complete Copyright Dispute Policy and learn how to report potentially infringing content, visit sendbird.com/dmca. To learn more about the DMCA, visit copyright.gov/legislation/dmca.pdf.

17.2. The SendBird Services and SendBird Proprietary Materials are subject to the trade laws and regulations of the United States and other countries, including the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.) and the sanctions programs administered by the Office of Foreign Assets Control (OFAC, 31 CFR Part 500). Customer agrees that it will not import, export, re-export, transfer or otherwise use the SendBird Platform or SendBird Proprietary Materials in violation of these laws and regulations, including by engaging in any unauthorized dealing involving (i) a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, the occupied regions of Ukraine (Crimea and the People's Republics of Luhansk and Donetsk), Russia, and Belarus), (ii) a party included on any restricted person list, such as the OFAC Specially Designated Nationals List, or the Commerce Department's Denied Persons List or Entity List, or (iii) the design, development, manufacture, or production of nuclear, missile, or chemical or biological weapons. By using the SendBird Platform and SendBird Proprietary Materials, Customer represents and warrants that Customer is not located in any such country or on any such list. Customer will not engage in activity that would cause SendBird to be violation of these laws and regulations, and will indemnify SendBird for any fines, penalties or other liabilities incurred by SendBird for Customer's failure to comply with this provision.

17.3. The Parties shall perform all of their duties under this Agreement as independent contractors, and nothing in this Agreement shall be construed to give either Party the power to direct or control the activities of the other Party, or to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. The Parties understand and agree that neither Party grants the other Party the power or authority to make or give any

agreement, statement, representation, warranty, or other commitment on behalf of the other Party, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other Party, or to transfer, release, or waive any right, title or interest of such other Party.

17.4. Neither this Agreement nor any rights hereunder may be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, SendBird may assign or transfer this Agreement or any rights or obligations hereunder without Customer's consent to a third party acquirer of all, or substantially all, of the assets or business of SendBird, whether by sale, merger, or otherwise. Except as provided in this section, any attempts by either party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party shall be null and void.

17.5. Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, natural disasters, war, acts of terrorism, strikes, revolutions, lack or failure of third party infrastructure, lack or failure of public or private utilities, laws or governmental regulations (including legislation that makes performance herein impossible, impractical, or economically unreasonable) or any other causes that are beyond the reasonable control of such party. Obligations hereunder, however, shall in no event be excused but shall be suspended only until the cessation of any cause of such failure. In the event that such force majeure should obstruct performance of this Agreement for more than ten (10) days, the parties hereto shall consult with each other to determine whether this Agreement should be modified or terminated.

17.6. This Agreement shall be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods, and the parties consent to exclusive jurisdiction and venue of the State or Federal Courts located in San Francisco County, California. Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved thereby within a period of 30 days after written notice of a dispute has been given by one party hereunder to the other, shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS/Endispute ("JAMS") then in effect, by an arbitrator with substantial experience in resolving complex commercial contract disputes, who will be chosen from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the identity of an arbitrator within 15 days following the arbitration date, then an arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. The arbitrator shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.

17.7. This Agreement, and any other references, appendices, exhibits or attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral prior agreements and understandings between the parties concerning such subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted. Additionally, terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing (aside from an Order Form) that Customer may provide to SendBird or use in connection with the procurement of SendBird Services will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of SendBird to object to such terms, provisions or conditions. In the event of any conflict or inconsistency among the following documents, the order of preference shall be: (1) the applicable Order Form, (2) this Agreement, (3) pricing per the SendBird website (sendbird.com/pricing). In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties, and the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.

17.8. The waiver by either Party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself. Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right.

17.9. Any notice required or permitted to be given hereunder will be deemed to have been delivered and given for all purposes: (i) on the delivery date, if delivered by hand courier to the Party to whom such notice is directed; (ii) two (2) Business Days after deposit with a commercial overnight carrier; (iii) five (5) Business Days when mailed by United States mail; (iv) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission; and (v) the first business day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim). Suspension-related notices to Customer shall be sent to the account holder designated in the SendBird Dashboard.

Exhibit A – AI Services Terms

1. SendBird's Use of AI.

1.1. SendBird may use artificial intelligence and machine learning technologies ("AI Technologies") to perform certain SendBird Services ("AI Services").

1.2. Except as required to perform the AI Services on behalf of Customer, SendBird will not use Customer instructions, queries, or textual cues, input by Customer into the AI Services ("Prompts") or outputs and responses generated through use of the AI Services ("Outputs") to train the AI Technologies and/or AI Services, provided however that SendBird may use: (i) Prompts and Outputs to monitor for fraud and abuse (including to monitor any breach of this Agreement); and (ii) feedback relating to the accuracy, relevance, and effectiveness of the Prompts and Outputs, together with usage logs related to the AI Services, for purposes of

improving the AI Services. In addition, the AI Services require SendBird to save, store, and track real-time conversation history from automated chat in order to analyze the AI Services provided to Customer for efficiency and improvement of the AI Services.

1.3. As between SendBird and Customer, and to the extent permitted by applicable law, Customer (a) retains ownership interests in the Prompts and (b) own the Outputs.

1.4. The AI Services shall be operated in an environment where all Prompts and Outputs are stored separately from those of other customers.

2. Customer Responsibilities.

2.1. Customer acknowledges and agrees that given the predictive and fast evolving nature of AI Technologies, Sendbird cannot guarantee that Outputs will be 100% accurate and/or free from hallucinations or will accurately or completely reflect facts. Due to the nature of AI Technologies, Outputs may not be unique, and others may receive similar Outputs from the AI Services.

2.2. Customer acknowledges and agrees that the AI Services are not intended to be used in a manner that would cause the AI Services to be considered high-risk as defined under applicable AI law, including without limitation any use that involves the making (or is a substantial factor in making), a decision that has a material legal or similarly significant effect any individual or the provision or denial to any individual of, or the cost or terms of, among other services, health care services.

2.3. Customer represents and warrants that it shall not, and will not permit its End Users to:

2.3.1. use the AI Services or Outputs in a manner that violates any applicable laws or SendBird's applicable policies;

2.3.2. use the AI Services or Outputs in a manner that infringes, misappropriates, or otherwise violates any third party's rights, including without limitation any third party intellectual property or other proprietary rights;

2.3.3. send SendBird any Personal Data of children under 13 or the applicable age of digital consent or allow any minor to use the AI Services, without consent from their parent or guardian;

2.3.4. reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the AI Services, algorithms, and systems of the AI Services (except to the extent these restrictions are contrary to applicable law);

2.3.5. use Outputs to develop any artificial intelligence models that compete with SendBird's products and services;

2.3.6. use any method to extract data from the AI Services other than as permitted through the APIs; or

2.3.7. buy, sell, or transfer API keys from, to or with a third party.

2.4. Customer will: (i) not, and will notify End Users that they should not, rely on Outputs as a sole source of truth or factual information, or as a substitute for professional advice; (ii) evaluate Outputs for accuracy and appropriateness for each applicable use case, including using human review as appropriate before using or sharing Outputs; (iii) to the extent required by applicable law notify End Users that, in connection with their use of, or interaction with, the AI Services, they may be communicating with a bot or AI agent, and not with a live person; and (iv) not, nor permit any End User to, use Outputs relating to a person for any purpose in a manner that could have a legal or material impact on that person, including without limitation in connection with making consumer credit application, educational, employment, housing, insurance, legal, medical, or other important decisions about them.

2.5. Customer acknowledges and agrees that it is solely responsible for all Prompts and represents and warrants that it has all rights, licenses, and permissions required to input Prompts to the AI Services. Customer also acknowledges and agrees that it is solely responsible for all use of the Outputs and evaluating the Outputs for accuracy and appropriateness for its use cases, including by utilizing human review as appropriate.

Exhibit B – Communication Platform Products

1. Use of the Communication Platform Products.

1.1. Customer is solely responsible for obtaining the authorizations, licenses, and consents, if and as required by any applicable law, to make the Communication Platform Products available to its End Users. When the Customer provides any Customer Data to SendBird, the Customer represents and warrants that it has full authority to provide SendBird with such Customer Data and its submission and use, as authorized herein, will not violate (i) any applicable law, (ii) any third-party intellectual property, privacy, publicity, or other rights, or (iii) any of the Customer's or third party policies or terms governing the Customer Data.

1.2. The Customer is solely and strictly liable for its Customer Data and any activity that occurs under its account, including any actions by its End Users. The Customer also agrees not to access, or attempt to access, other customer's accounts and/or any data of other customers. Furthermore, the Customer shall be solely responsible for the consequences of publishing Customer Data through the Communication Platform Products, and agrees and acknowledges that, except as expressly set forth in this Agreement, SendBird shall have no responsibility or liability whatsoever for Customer Data and other materials submitted, provided, generated, created in whatsoever form by the Customer, its End Users to or in the Communication Platform Products.

1.3. The Communication Platform Products shall be operated in an environment where all Customer Data is stored separately from that of other customers.

1.4. SendBird is not responsible for the way Customer uses the Communication Platform Products or Customer Data. SendBird does not access, view, disclose or monitor the Customer's activities, or any Customer Data uploaded to the Communication Platform Products, or stored within the Customer's account, except as allowed by the Agreement, including the following temporary entry circumstances: (i) to perform specific account activities or respond to requests as directed by the Customer or by End Users solely to the extent necessary to support a request; (ii) to maintain the operational functionality of the Communication Platform Products, including but not limited to, performing maintenance, backups, technical issues or troubleshooting; (iii) when required by law or in response to a legitimate legal requests from law enforcement, authorized government authorities, subpoenas, court orders, or other judicial or administrative process set forth in the DPA; (iv) to ensure the security of the Communication Platform Products or compliance with SendBird's policies, or as required by applicable law.