

## Customer Terms of Service

These Customer Terms of Service (the “Customer Terms”) describe your rights and responsibilities when using our video creation platform, including associated tools, functionality and artificial intelligence components, made available at [www.synthesia.io](http://www.synthesia.io) (the “Services”). Please read them carefully. If you are a Customer (defined below), these Customer Terms govern your access and use of our Services. If you are an individual that a Customer is inviting to use the Services, the [User Terms of Service](#) (the “User Terms”) govern your access and use of the Services.

### THE CONTRACT

#### These “Customer Terms” Form a Part of a Binding “Contract”

These Customer Terms (or, if applicable, your written agreement with us) and any Order Form(s) (defined below) together form a binding “Contract” between Customer and us. If any terms in the [Customer-Specific Supplement](#) apply to Customer (e.g., if Customer is a U.S. government entity), those terms are also incorporated herein by reference and form part of the Contract. “We,” “our” and “us” refers to the applicable Synthesia entity in the section titled “Which Synthesia Entity is Customer Contracting With?” below.

#### Your Agreement On Behalf of “Customer”

If you purchase subscription(s) to the Services, invite individuals to use the Services, or use or allow use of the Services after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

### ABOUT CUSTOMER CHOICES, CONTENT & CONFIGURATIONS

Who is “Customer”?

“Customer” is the organization that you represent in agreeing to the Contract. If the Services are being set up by someone who is not formally affiliated with an organization, Customer is the individual setting them up. If you signed up for a plan using your corporate email domain, your organization is Customer, and Customer can modify and re-assign roles for your Services (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative with ultimate authority for the Services, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

Who is an “Authorized User”?

Under the Contract, an “Authorized User” is an individual, such as an employee, contractor or client of Customer, who is invited by Customer to use the Services. Depending on the subscription plan in effect and how Customer elects to configure the Services, Authorized Users may have varying levels of roles, access and permission. For example, certain Authorized Users may have broad access and permission and can create and generate videos while others may only be able to comment on videos.

What are “Avatars” and “Synthesia Content”?

Authorized Users may access and use certain types of content that we make generally available through the Services, such as stock avatars, images, audio clips, and video templates (“Synthesia Content”) or they can create or upload their own. Note that “Synthesia Content” excludes Non-Synthesia Products (defined below). Using content together with the features and functionalities of the Services, including the artificial intelligence components, Authorized Users can build scenes and direct Avatars to read scripts and act them out in realistic manners. “Avatars” are digital representations of humans and include both those created for, and made generally available to customers

of a particular Services plan (“Stock Avatars”) and those created specifically for, and at the direction of Customer (“Custom Avatars”). Check out our [Help Center](#) for more information about Avatars.

#### What is “Customer Data”?

“Customer Data” is any (a) content or information submitted by Authorized Users to the Services, such as text and scripts used to prompt Avatars to speak and perform, and image and audio files uploaded to the Services; and (b) any videos created by Authorized Users using the Services. “Customer Data” excludes the Services, Synthesia Content, Non-Synthesia Products and Usage Information (defined below). Customer may exclusively provide us with instructions on what to do with Customer Data. For example, Customer may provision or deprovision access to Customer Data, enable or disable third party integrations, manage permissions, retention and export settings and publish or distribute Customer Data to third party sites. Since these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data, please review the [Help Center](#) for more information about these choices and instructions.

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services, including the use of any Avatars, and of any settings that may impact the processing of Customer Data; and (b) ensure the transfer and processing of Customer Data under the Contract is lawful.

#### Ordering Subscriptions

Subscriptions allow Customer and its Authorized Users to access the Services and to create, edit and generate videos. A subscription is required for each individual and may be procured through the Services interface, or in some cases, via an order form entered into between Customer and us (each, an “Order Form”). Please see the [Help Center](#) for more information on how to procure subscriptions, how to invite Authorized Users and how the types of subscriptions are categorized. Subscriptions commence

when we make them available to Customer and continue for the term specified in the Services “check-out” interface or in the Order Form, as applicable. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in an Order Form. During an active subscription term, adding more subscriptions is fairly easy. Unless the Order Form says otherwise, Customer may invite additional Authorized Users at the price stated in the Order Form and all will terminate on the same date.

#### Purchasing Decisions

We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent, but do not rely on them when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality, features and Stock Avatars we have made available today and not on the delivery of any future functionality, features or Stock Avatars.

#### Choosing to be a Beta Tester

Occasionally, we look for beta testers to help us test our new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products may not be ready for prime time so they are made available “as is,” and any warranties or contractual commitments we make for other Services do not apply.

#### Feedback is Welcome

The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any

purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

### Synthesia as a Platform

The Services are designed to be flexibly configured based on the needs and objectives of each particular organization. To that end, the Services may enable Customer to access integrations with Customer's own, or a third party's, content, databases, resources, applications, artificial intelligence bots or engines and other software components that complement or interoperate with Customer's use of the Services (each, a "Non-Synthesia Product"). THESE ARE NOT OUR PRODUCTS OR SERVICES, SO WE DO NOT WARRANT OR SUPPORT THEM, AND, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON-SYNTHESIA PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

If Customer connects, installs or enables Non-Synthesia Products for use with the Services, please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-Synthesia Product. Check out our [website](#) for more examples of, and information about, these integrations.

### Privacy Policy

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our websites and products.

### RESPONSIBILITIES OF CUSTOMER

## Use of the Services

Customer, including its Authorized Users, must at all times comply with the Contract and the [Acceptable Use Policy](#). As further described in our [Help Center](#) and the below section titled “Further Artificial Intelligence Assurances,” we may review conduct for compliance purposes and in order to uphold our AI Principles. Customer, and not Synthesia, is responsible for ensuring that (a) its use of the Services, including its use, processing and generation of any content therewith, is in compliance with applicable law, and (b) all Authorized Users are over the applicable statutory legal age.

## Responsibilities To, and For, Authorized Users

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to Customer’s use of the Services, including the use of any Avatars, and of any settings that may impact the processing or generation of Customer Data, (b) ensure any submission, processing, use or generation of Customer Data is lawful, and (c) ensure that when it authorizes the creation or use of a Custom Avatar using the voice or likeness of an individual, such individual is over the applicable statutory legal age and has provided free and informed consent.

## Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer’s takedown or removal of certain Customer Data, Custom Avatar or Non-Synthesia Product, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties. We may discontinue the availability of any Synthesia Content from the Services in our sole discretion.

## PAYMENT OBLIGATIONS

### Payment Terms

For Customers that purchase our Services, the fees are specified at the Services interface “check-out” and if applicable, in the Order Form(s). Unless expressly stated otherwise, fees must be paid in advance. Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable. Check out our [Help Center](#) for more information about payment options and how the pricing for an Authorized User subscription is determined. If we agree to invoice Customer by email, full payment must be received within thirty (30) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

### Suspension of Services

If any charge owed by Customer (excluding amounts disputed in reasonable and good faith) is thirty (30) days or more overdue, we may, without limiting other rights and remedies, suspend any fee-based Services until such amounts are paid in full, provided we have given Customer ten (10) or more days’ prior notice, which we may provide to Customer’s designated billing contact via email, that its account is overdue.

### Credits

Any credits that may accrue to Customer’s account (for example, from a promotion), will expire following expiration or termination of the applicable Contract, will have no currency or exchange value, and will not be transferable or refundable.

## OUR RESPONSIBILITIES

### Providing the Services

We will (a) make the Services and Synthesia Content available to Customer and its Authorized Users as described in the Contract; and (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by and on behalf of Authorized Users in connection with the Services and any processing related to such use or otherwise necessary for the performance of the Contract.

Be assured that (a) the Services will perform materially in accordance with our then-current Help Center; (b) we have all rights, licenses and consents to make available the Synthesia Content, to the extent used in accordance with the Contract; and (c) subject to the "Synthesia as a Platform" section, we will not materially decrease the functionality of the Services during a subscription term. For any breach of a warranty in this section, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

### Keeping the Services Available

For our cloud-based Services, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavor to provide Customer with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

### Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain physical, and technical safeguards for the security, confidentiality and integrity of Customer Data



at a level not materially less protective than as described in our [Security Practices](#). Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third party service providers, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality, security and availability of Customer Data and preventing unauthorized access. Further, the terms of the [Synthesia Data Processing Addendum](#) (“DPA”) posted as of the Effective Date are hereby incorporated by reference. Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer’s or its representatives’ or agents’ Databases, possession or control. We are not responsible for what Customer’s Authorized Users or Non-Synthesia Products do with Customer Data. That is Customer’s responsibility.

#### Compliance with Laws

We will comply with those laws applicable to our provisioning of the Services to customers generally (i.e. without regard to the nature of the Customer Data and/or Customer’s particular use or configuration of the Services). Even though the artificial intelligence legal landscape is still developing, to our knowledge, the foregoing includes our compliance with applicable artificial intelligence laws. To the extent any artificial intelligence laws are newly enacted, we will evaluate our obligations in good faith and if we determine such laws apply, we will use commercially reasonable efforts to comply within a reasonable period of time.

#### Further Artificial Intelligence Assurances

We will in good faith and all material regards, implement into our practices, and design into our products, the principles described in our [AI Governance Practices page](#), as updated from time-to-time (our “AI Principles”). Further, in accordance with the below section titled “Our Indemnification of Customer,” we will defend and indemnify Customer for any Claims Against Customer that constitute third party copyright

infringement claims arising from our creation or development of any artificial intelligence components of the Services. This indemnification obligation is referred to herein as our “AI Copyright Pledge”.

#### The Synthesia Extended Family

We may leverage our employees, those of our corporate affiliates and third party contractors (the “Synthesia Extended Family”) in exercising our rights and performing our obligations under the Contract. We will be responsible for the Synthesia Extended Family’s compliance with our obligations under the Contract.

#### OWNERSHIP AND PROPRIETARY RIGHTS

##### What’s Yours is Yours...

As between us on the one hand, and Customer and its Authorized Users on the other, Customer will own all Customer Data, but excluding the components of the Services and Synthesia Content. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Users) grants us and the Synthesia Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, Custom Avatars and any Non-Synthesia Products created or deployed by or for Customer, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law, to prevent fraud, or as permitted by the [Data Request Policy](#); and (d) as expressly permitted in writing by Customer.

##### And What’s Ours is Ours

We own and will continue to own the Synthesia Content, our Services and all components thereof, including all related intellectual property rights. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to access and use the Synthesia Content made

available through the Services during the term of an applicable subscription, and after the term to the extent it has been incorporated in videos generated using the Services, subject to Customer's and its Authorized Users' continued compliance with the Contract and the [User Terms](#). All of our rights not expressly granted by this license are hereby retained.

#### Artificial Intelligence & Improvements to the Service

Customer understands that it is purchasing Services that are intended to improve, and which have been designed to improve, with greater use and interaction. Subject to the restrictions below in this section, when an Authorized User uses or interacts with the features and functionality of the Services, we may generate, collect and analyze data and information relating to such use and interaction, and to the performance and quality of the Services resulting therefrom (collectively, "Usage Information") for the purposes of improving the Services. Because the Services are made available through a shared multi-tenant platform, these improvements generally benefit all customers. However, in no event will any generation, collection or use of Usage Information, or any improvement therefrom, result in (a) the identification of Customer or any Authorized Users to third parties (e.g., other customers); (b) the unauthorized disclosure of Customer Data or Custom Avatars; (c) the access or use of Customer Data beyond Customer's prior written instructions (and also beyond an individual's consent where their voice or likeness is being used to create a Custom Avatar); (d) the improvement or fine tuning of any artificial intelligence components unless integrated with the Services being used by Customer; or (e) the creation or development of any artificial intelligence models that may be provisioned independent of the Services.

#### TERM AND TERMINATION

##### Contract Term

As further described below, a subscription has a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have

expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions and all Order Forms.

#### Auto-Renewal

Unless an Order Form says something different, (a) all subscriptions automatically renew (without the need to go through the Services-interface “check-out” or execute a renewal Order Form) for additional periods equal to one (1) year or the preceding term, whichever is shorter; and (b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

#### Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of this Contract caused by its Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Users in violation of applicable law.

#### Termination Without Cause

Customer may terminate its free subscriptions immediately without cause. We may also terminate Customer’s free subscriptions without cause, but we will provide Customer with thirty (30) days prior written notice.

#### Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

#### Data Portability and Deletion

During the term of a subscription, Customer will be permitted to export Customer Data via the Services; provided, that Customer acknowledges and agrees that such ability to export may be limited by the applicable Services plan in effect and the data retention settings enabled by Customer. Following the Term, Synthesia shall have no obligation to maintain, support or provide any Customer Data or Custom Avatars, or to retrain or fine tune any artificial intelligence components of the Services, and upon Customer's deletion of its account, Synthesia shall, unless legally prohibited, delete all Customer Data and Custom Avatars in its systems or otherwise in its possession or under its control in accordance with the practices set forth in our Security Practices.

#### REPRESENTATIONS; DISCLAIMER OF WARRANTIES

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SYNTHESIA CONTENT, SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SYNTHESIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE

IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SYNTHESIA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, STABLE, SECURE, OR ERROR FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY BETA SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BETA SERVICES ARE PROVIDED “AS-IS” WITH RESPECT TO ITS PERFORMANCE, SPEED, FUNCTIONALITY, SUPPORT, AND AVAILABILITY.

#### LIMITATION OF LIABILITY

OTHER THAN IN CONNECTION WITH A PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, WHICH INCLUDES OUR AI COPYRIGHT PLEDGE, IN NO EVENT WILL EITHER CUSTOMER’S OR THE SYNTHESIA EXTENDED FAMILY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE USER TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE “PAYMENT TERMS” SECTION ABOVE.

IN NO EVENT WILL EITHER CUSTOMER OR ANY MEMBER OF THE SYNTHESIA EXTENDED FAMILY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The limitations under this “Limitation of Liability” section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this “Limitation of Liability” section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the Services.

#### OUR INDEMNIFICATION OF CUSTOMER

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging (a) that the Services or Synthesia Content, or the use thereof as permitted hereunder, infringes or misappropriates the intellectual property rights of a third party; or (b) that the use of a Stock Avatar’s voice or likeness, as permitted hereunder, violates the applicable actor’s right to privacy or publicity (each, a “Claim Against Customer”), and will indemnify Customer for all reasonable attorney’s fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from (x) Customer Data, Custom Avatars, or Non-Synthesia Products; (y) Customer’s negligence, misconduct, or breach of the Contract, including Acceptable Use Policy, or (z) any use of Synthesia Content other than the most current version or release made available by us. Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer’s

exclusive remedy against us and the Synthesia Extended Family for, any Claim Against Customer.

#### CUSTOMER'S INDEMNIFICATION OF US

Customer will defend Synthesia and the members of the Synthesia Extended Family (collectively, the "Synthesia Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands alleging (a) that Customer Data, or use thereof, infringes or misappropriates the intellectual property rights of a third party; or (b) that Customer's use of the Services or Avatars violates the Acceptable Use Policy (each, a "Claim Against Us"), and will indemnify the Synthesia Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a Synthesia Indemnified Party in connection with or as a result of, and for amounts paid by a Synthesia Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us; provided, however, that Customer shall have no liability under (a) to the extent a Claim Against Us arises from Synthesia Content or under (b) to the extent a Claim Against Us arises from our breach of the Contract. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. This section states your sole liability with respect to, and the Synthesia Indemnified Parties' exclusive remedy against Customer for, any Claim Against Us.

#### LIMITATIONS ON INDEMNIFICATIONS

Notwithstanding anything contained in the two preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be



unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

## CONFIDENTIALITY

### Confidential Information

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; or (c) is received from a third party without breach of any obligation owed to the Disclosing Party; (d) was independently developed by the Receiving Party.

### Protection and Use of Confidential Information

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract ; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will

prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

#### Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the [Data Request Policy](#) for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

#### SURVIVAL

The sections titled "Feedback is Welcome," "Synthesia as a Platform," "Use of the Services," "Our Removal Rights," "Payment Terms," "Credits," "The Synthesia Extended Family," "What's Yours is Yours ...," "And What's Ours is Ours," "Effect of Termination," "Data Portability and Deletion," "Representations; Disclaimer of Warranties," "Limitation of Liability," "Our Indemnification of Customer," "Customer's Indemnification of Us," "Limitations on Indemnifications," "Confidentiality" and "Survival," as well as all of the provisions under the general heading "General Provisions," will survive any termination or expiration of the Contract.

## GENERAL PROVISIONS

### Publicity

Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. We don't want to list customers who don't want to be listed, so Customer may send us an email to [support@synthesia.io](mailto:support@synthesia.io) stating that it does not wish to be used as a reference.

### Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

### Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

### Email Notices

Except as otherwise set forth herein, all notices under the Contract will be by email, although we may instead choose to provide notice to Customer through the Services (e.g., a Synthesia Platform notification). Notices to Synthesia will be sent to [support@synthesia.io](mailto:support@synthesia.io), except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to [legal@synthesia.io](mailto:legal@synthesia.io). Notices will be deemed

to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

#### Modifications

As our business evolves, we may change these Customer Terms and the other components of the Contract (except any Order Forms). If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized Personnel) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

#### Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

#### Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

Domicile	Synthesia Contracting Entity	Governing Law	Venue
United Kingdom	Synthesia Limited	England & Wales	London, England
Europe	Synthesia Limited	Ireland	Dublin, Ireland
Rest of World	Synthesia Limited	California	San Francisco County, California

#### Assignment

Except with respect to the Synthesia Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying Synthesia of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

#### Which Synthesia Entity is Customer Contracting With?

All references to 'Synthesia,' 'we,' or 'us' under the Contract, what law will apply in any dispute or lawsuit arising out of or in connection with the Contract, and which courts have jurisdiction over any such dispute or lawsuit, shall be as follows:

The Contract, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts

located in the applicable venue above will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the Contract, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

#### Entire Agreement

The Contract, including these Customer Terms and all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Contract except as expressly stated in this Contract. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) the portions of the [Customer-Specific Supplement](#) that apply to Customer (if any), (3) the Customer Terms and (4) finally any other documents or pages referenced in the Customer Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.