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a. You agree to pay to the Company the subscription and service fees (the **"Fees"**) established by the Company from time to time in connection with your use of the Software. All Fees must be paid in advance, and will be collected by our third party payments provider at checkout. All Fees are non-refundable. The Fees collected by the third party payments provider will be subject to the terms of Section 7 (Links to Third Party Materials) below. 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"**). You will be responsible for paying all Taxes associated with your use of the Software, except for those taxes based on the Company's net income. The Company reserves the right to charge you for any Taxes incurred in connection with your use of the Software except as set forth herein. Should any payment for the Software be subject to withholding tax by any government, you agree to reimburse the Company for such withholding tax. You will provide the Company with any applicable tax identification information

that the Company may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. You will be liable to pay (or reimburse the Company for) any taxes, interest, penalties, or fines arising out of any mis-declaration by You.

- b. The Company reserves the right to adjust the Fees at any time in its sole discretion.
- c. The Company reserves the right to terminate your access to the Service in the event that any Fees are unpaid.

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a. The Software may contain materials from third-parties. The Company does not control such materials, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from such third party materials and to comply with any related licenses or terms of use. You acknowledge and agree that the Company is not involved in the creation or development of third-party materials and disclaims any responsibility for third-party materials, services and websites, and cannot be liable for claims arising out of or relating to the above. Further, you acknowledge and agree that the Company has no obligation to monitor, review, or remove links to third-party materials, but reserves the right to limit or remove use of or links to third-party services or websites in the Software at its sole discretion. The use of any materials, services or websites is controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites, including any licenses contained therein. You access such third-party materials at your own risk. The Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Software. You hereby agree to hold the Company harmless from any liability that may result from the use of links that may appear in the Software.

b. As part of the functionality of the Software, you may link your account with online accounts you may have with third-party service providers (each such account, a **"Third-Party Account"**) by either: (i) providing your Third-Party Account login information through the Software; or (ii) allowing the Company to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to the Company and/or grant the Company access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating the Company to pay any fees or making the Company subject to any usage limitations imposed by such third-party service providers. By granting the Company access to any Third-Party Accounts, you understand that (1) the Company may access or make available any content that you have provided to or have stored in your Third-Party Social Networking Service Account (the **"SNS Content"**) so that it is available on and through the Software via your account, and (2) the Company may submit and receive additional information to your Third-Party Account to the extent you are notified of this when you link your account with the Third-Party Account. Please note that if a Third-Party Account or associated service becomes unavailable or the Company's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Software. You will have the ability to disable the connection between the Software and your Third-Party Accounts at any time, as set forth below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY PROVIDERS. The Company makes no effort to review any SNS Content for any

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12. Indemnification. You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your misuse of the Software, your breach of these Terms, or Company's use of SNS Content.

13. **Compliance with Laws.** You are responsible for your own compliance with laws, regulations and other legal requirements applicable to the conduct of your business and these Terms, and you agree to comply with all laws, regulations and other legal requirements, including, without limitation, all data protection, privacy, intellectual property, customs and export control laws and regulations.

14. **General Terms.** These Terms and the Privacy Policy constitute the entire agreement between the parties with respect to access to and use of the Software and supersedes all previous and contemporaneous agreements, understandings and arrangements, whether oral or written. The failure or delay of the Company to exercise any rights under these Terms shall not be deemed a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. Any other provisions contained herein to the contrary notwithstanding, neither party hereto shall be liable to the other party for loss, injury, delay, or damages, or other casualty suffered or incurred by such other party due to governmental regulations or directions, outbreak of a state emergency, Act of God, war, warlike hostilities, terrorism, civil commotion, riots, epidemics, storms, fires, strikes, lockouts, and any other similar cause or causes beyond the reasonable control of the party whose performance is affected by such cause or causes. You shall not assign (by operation of law or otherwise), rent, sell, sublicense, sub-contract or otherwise transfer the Agreement or any portion thereof to any other person, firm, or entity without the Company's express prior written consent. Any attempted assignment or transfer in violation of this Section will be null and void. The Company may freely assign its rights and obligations under these Terms. These Terms will be binding upon Licensee and the Company and inure to the benefit of Licensee and the Company and its and their respective successors and permitted assigns. In the event the Company must seek the services of an attorney to enforce the provisions of the Agreement, Licensee shall pay all reasonable attorney's fees, costs and damages incurred by the Company, whether such attorney's fees, costs and damages are incurred in or out of court. Any disputes arising out of these Terms will be governed, construed, and enforced in accordance with the laws of the State of California, without giving effect to its conflict of law rules. Each party consents to the exclusive jurisdiction and venue of the state and federal courts located in the City of Santa Clara, California. The Company may update, amend or modify these Terms at any time in its sole discretion. You hereby grant permission and consent to receive information and notice via electronic mail transmissions from the Company at the address provided to the Company in connection with your use of the Software. All notices to the Company shall be delivered to the Company at [legal@narada.ai](mailto:legal@narada.ai). Any notice under these Terms must be in writing and delivered by personal delivery, overnight courier, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one day after deposit with an overnight courier, five days after deposit in the mail, or upon confirmation of receipt of an email.

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