

Effective: September 5, 2023

These Safer Essential Terms and Conditions (“Terms and Conditions”), when taken together with an Order Form, constitute the Safer Essential Agreement (the “Agreement”) entered into between Thorn and Company. Capitalized terms used by not defined in these Terms and Conditions have the meanings given to them in the Order Form.

1. DEFINITIONS

1.1 “Company Clients” means clients of Company on whose behalf Company is authorized by Thorn in an Order Form to use the Services as set forth in these Terms and Conditions.

1.2 “Company Content” means digital imagery or videos submitted by Company on its own behalf or on behalf of Company Clients, to the Hashing & Matching Service to be Hashed.

1.3 “Company Data” means information that identifies Company or Company Clients coupled with: (a) Hashes and/or Features generated by the Hashing & Matching Service; or (b) Results Company has received from the Hashing & Matching Service.

1.4 “CSAM” means child sexual abuse material, including materials that involve sexual trafficking, exploitation, endangerment or abuse of children.

1.5 “Documentation” means Thorn’s user manuals, handbooks, and guides relating to the Services provided by Thorn to Company either electronically or in physical form.

1.6 “Feature” means identifying or descriptive information algorithmically generated from an item of digital imagery or a video, where such information does not include such digital imagery/video or sufficient information to recreate such digital imagery/video. Features include both Hashes and other identifying or descriptive information (such as, for example, the set of colors used in a particular item of digital imagery/video).

1.7 “Hash” or “Hashing” means a numeric identifier that is algorithmically generated from an item of digital imagery or video.

1.8 “Match” or “Matching” means comparing Hashes generated from Company Content against Hash sets of known or suspected CSAM, and returning Results.

1.9 “Metrics” means usage, performance and detection statistics produced in connection with Company’s use of the Services.

1.10 “Mission” means the detection, removal and reporting of CSAM from online platforms and services.

1.11 “Results” means the information returned by the Hashing & Matching Service after submitting a Hash to be Matched.

1.12 “Services” means collectively, the services provided by Thorn to Company and identified in the Order Form (or related to the services identified in the Order Form), including without limitation the Hashing & Matching Service as well as all Documentation.

1.13 “Term” has the meaning set forth in Section 8.

2. ACCESS TO AND USE OF THE SERVICES

2.1 Access by Company. Subject to the provisions of the Agreement, Thorn grants Company a non-exclusive, non-transferable (except as set forth in Section 9.1) right to access and use the Services during the Term, only: (i) internally, on Company-owned or licensed systems; (ii) in compliance with the Agreement; and (iii) for the purpose of identifying, preventing, removing, and/or reporting CSAM from Company’s or Company Clients’ online platforms and services.

2.2 Usage Restrictions. Company will not, and will not encourage or assist any third party to: (i) distribute, sell, lease, license, or sublicense the Services; (ii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any other person, or that violates any applicable law; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any component of the Services, in whole or in part; (iv) copy, modify, or create derivative works of the Services, in whole or in part; or (v) remove any copyright or other proprietary trademark from the Services. Services are provided only to Company and not to Company Clients.

2.3 Company Responsibilities. Thorn will provide to Company the necessary credentials to allow Company to access and use the Services during the Term. Company is solely responsible and liable for all uses of the Services resulting from access provided by Company, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. In addition, Company acknowledges and agrees that it remains solely responsible for compliance with any legal and regulatory requirements it may have with respect to the Results. Company will not intentionally introduce any virus, trojan horse, worm, logic bomb, backdoor, code or material which is malicious or technologically harmful to any Thorn Services, computer, systems, or software (collectively, a “Virus”).

2.4 Feedback License. Company may provide bug reports, feature ideas, results, or other feedback (“Feedback”) to Thorn regarding the operation, content, design, interfaces, or other features and functionality of the Services. Thorn may use such Feedback without restriction, and Company hereby grants Thorn a non-exclusive, non-transferable (except as set forth in Section 9.1), perpetual, irrevocable, fully-paid, royalty-free, worldwide license to use such Feedback for any purpose.

2.5 Company Clients. If an Order Form authorizes Company to use the Services on behalf of a Company Client(s), then Company: (i) will provide the name and URL of each Company Client to Thorn (via AccountManagement@wearethorn.org) no later than 30 days after use of any Services on behalf of such Company Client; (ii) may report back to the respective Company Clients the Results; and (iii) in addition

to and not in limitation of Section 7.2, and subject to Section 7.3, will defend, indemnify and hold Thorn harmless against any and all Damages arising from any Claim brought by, on behalf of or in connection with any Company Clients and based on or related to the Services provided or any obligations undertaken by Thorn under the Agreement.

2.6 Reservation of Rights. Except for the rights expressly set forth in the Agreement, Thorn does not grant any other rights to Company, whether by implication, estoppel, or otherwise.

3. FEES AND PAYMENT; TAXES.

3.1 Fees and Payment. Company will pay Thorn the amounts set forth in the Order Form commencing as of the Services Start Date ("Fees") without offset or deduction. Thorn will invoice Company for the Fees, and Company will pay each invoice, in accordance with the payment terms set forth in the Order Form.

3.2 Taxes. Fees are payable without deduction for taxes or duties of any kind. Company will pay any taxes (including value-added, sales and use, and withholding taxes) arising from Company's payments made under the Agreement or Company's use of the Services, but not including any taxes based on Thorn's net income. If Company is required under any applicable law or regulation to withhold or deduct any portion of the Fees, then the sum payable to Thorn will be increased by the amount necessary so that Thorn receives an amount equal to the sum it would have received had Company made no withholdings or deductions.

4. CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

4.1 Definitions. "Discloser" means either party, when disclosing its Confidential Information to the other party hereunder. "Recipient" means either party, when receiving Discloser's Confidential Information hereunder. "Confidential Information" means the terms of the Agreement, as well as any other non-public information that a party provides to the other in connection with the Agreement that the Recipient knew or reasonably should have known was confidential, and: (i) with respect to Thorn, the features, functionality, components and performance of the Services; and (ii) with respect to Company, the Company Content, the Company Data and identity of Company Clients. Notwithstanding the foregoing sentence, Confidential Information will not include any information that: (a) is or becomes publicly known or generally available without a duty of confidentiality through no wrongful action or inaction of Recipient; (b) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure; (c) is obtained by Recipient from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality; or (d) is independently developed by Recipient without use of or reference to Discloser's Confidential Information.

4.2 Maintenance of Confidentiality. Except as expressly set forth in this Section or except with the prior written permission of Discloser, Recipient will not: (i) use the other party's Confidential Information for any purpose except in connection with its rights and obligations under the Agreement; or (ii) disclose the other party's Confidential Information to any third party except as expressly set forth in this Section. Recipient may disclose Confidential Information: (a) to Recipient's

employees, contractors and representatives who have a “need to know” such information to perform the obligations set forth in the Agreement and for the Mission, subject in each case to reasonable contractual confidentiality obligations no less protective of the Confidential Information than Recipient employs to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (b) to the extent such disclosure is legally compelled by judicial order or applicable law if Recipient uses commercially reasonable efforts to: (1) promptly notify Discloser of such legal request before making any disclosure; and (2) comply with Discloser’s reasonable requests to oppose or limit the disclosure (at no cost to Recipient). If no such protective order or other remedy is sought or obtained pursuant to this Section, Recipient may disclose only that portion of Confidential Information that is legally required to disclose and will use reasonable efforts to ensure that the Confidential Information disclosed will be accorded confidential treatment.

4.3 Intellectual Property (“IP”) Ownership.

(i) **Thorn IP Ownership.** Company acknowledges that, as between Thorn and Company, Thorn owns all right, title and interest, including all intellectual property rights, in and to the Services and all components thereof.

(ii) **Company IP Ownership.** Thorn acknowledges that, as between Company and Thorn, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company Content. Company represents and warrants to Thorn that it has all necessary authorizations and consents to use the Services and to process the Company Content including, without limitation, to submit the Company Content to the Hashing & Matching Service, allow Thorn to collect the Metrics, and receive back Results. Company hereby grants to Thorn a non-exclusive, royalty-free, worldwide license to reproduce, use and display, and otherwise perform all acts with respect to the Company Content as may be necessary for Thorn to provide the Services to Company.

4.4 Use and Disclosure of Company Data and Metrics. In addition, and not in limitation of this Section 4, Thorn may use Company Data internally to: (i) improve the Services; and (ii) further the Mission. Thorn may also collect and use Metrics internally to improve the Services, as well as disclose Metrics externally to third parties if: (a) such data is anonymized and aggregated with the data of at least three other users of the Services; and (b) in furtherance of the Mission.

4.5 Duration. The obligations set forth in Section 4.2 will continue through the Term and for five years after the termination or expiration of this Agreement.

5. DISCLAIMERS

5.1 Disclaimer Regarding Results. Thorn obtains CSAM Hash sets from various sources, which may be used to generate Results provided to Company hereunder. Thorn does not corroborate or confirm that any CSAM Hash sets or Results are correct. Further, it is mathematically possible for two different digital images to produce similar Hash or other Features, which can theoretically lead to incorrect Results. COMPANY ACKNOWLEDGES THAT RESULTS OBTAINED THROUGH THE HASHING & MATCHING SERVICE MAY NOT BE COMPLETE, RELIABLE, OR TRUE, AND THAT THE IMAGERY FROM WHICH A HASH OR OTHER

FEATURE IS GENERATED MAY OR MAY NOT CONSTITUTE CSAM REGARDLESS OF WHETHER A HASH SUBMITTED TO THE HASHING & MATCHING SERVICE GENERATES A NEGATIVE RESULT OR A POSITIVE RESULT. HASHING AND MATCHING ARE INTENDED ONLY AS INITIAL SCREENING TOOLS TO TRIGGER APPROPRIATE FURTHER REVIEW AND/OR MEASURES IN ACCORDANCE WITH APPLICABLE LAW AND COMPANY'S POLICIES.

5.2 Disclaimer Regarding the Services. The Services are provided "as is", with all faults, and without any warranty of any kind, including as to accuracy or completeness. Each party is solely responsible for its own use of all Hashes, Features, Results, Metrics, and other information exchanged hereunder. THORN EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THORN DOES NOT WARRANT THAT THE SERVICES WILL MEET COMPANY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ARE ACCURATE, ERROR-FREE, SUITABLE FOR ANY PARTICULAR PURPOSE, OR THAT ANY FLAWS WILL BE CORRECTED.

6. LIMITATIONS OF LIABILITY

6.1 Limitation on Type of Damages. EXCLUDING DAMAGES THAT RESULT FROM: A PARTY'S BREACH OF USE AND LICENSING RESTRICTIONS UNDER SECTION 2, ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 4, OR ITS NON-DISCLOSURE/PUBLICITY OBLIGATIONS UNDER SECTION 9.8; A PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 7; OR COMPANY'S INTRODUCTION OF A VIRUS (COLLECTIVELY, "CARVE-OUT CLAIMS"), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Limitation on Aggregate Liability. EXCLUDING CARVE-OUT CLAIMS, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER THE AGREEMENT EXCEED THE GREATER OF \$10,000 OR THE AGGREGATE FEES PAID OR PAYABLE TO THORN IN RESPECT OF THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTS OR CIRCUMSTANCES FROM WHICH SUCH LIABILITY AROSE.

6.3 Application. But for the provisions of Sections 5 and 6 the Services would not be provided under these terms. Accordingly, such provisions are an essential element of the bargain between the parties, and will apply to the maximum extent allowed by law and regardless of the failure of essential purpose of any limited remedy. For clarity, nothing in Section 5 or 6 purports to waive any liability that cannot be waived by applicable law.

7. INDEMNITY

7.1 Thorn Indemnity. Subject to Section 7.3, Thorn will defend, indemnify, and hold Company harmless against any and all claims, damages, costs, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Damages"), arising from any third-party claim, suit, action or proceeding ("Claim"), to the extent the Services, when used in the manner authorized by the Agreement, infringe or misappropriate any intellectual property right of such third party. This Section 7.1 will *not* apply if the alleged infringement or misappropriation arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Thorn; (ii) modifications to the Services not made by Thorn; or (iii) Company Content.

7.2 Company Indemnity. Subject to Section 7.3, Company will defend, indemnify, and hold Thorn harmless against any and all Damages, arising from any third-party Claim based on: (i) Company's negligence, willful misconduct, breach of the Agreement, or violation of law; or (ii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Thorn.

7.3 Procedure. Either party that is indemnified under this Section 7 ("Indemnitee") will give to the other party ("Indemnifying Party"): (i) prompt written notice of any Claim for which indemnification may be sought, but any failure to notify will not relieve the Indemnifying Party from any liability or obligation it may have under this Section, except to the extent of any material prejudice to the Indemnifying Party resulting from such failure; (ii) sole control over the defense and settlement of such claim, but Indemnifying Party will not, without Indemnitee's prior written consent, settle such claim in a manner that admits wrongdoing by Indemnitee, imposes any obligation on Indemnitee, or otherwise negatively impacts Indemnitee's reputation; and (iii) all information and assistance reasonably requested by Indemnifying Party in connection with the defense or settlement of such claim. Indemnitee may (but is not required to) participate in such defense, at its own expense and with counsel of its choosing.

7.4 Sole Remedy. THIS SECTION 7 SETS FORTH COMPANY'S SOLE REMEDIES AND THORN'S SOLE LIABILITY AND OBLIGATIONS FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

8. TERM, TERMINATION & SUSPENSION

8.1 Term and Automatic Renewal. The initial term of the Agreement will commence on the Services Start Date and will continue for the period of time set forth in the Order Form, or if no such period is set forth, then a period of one year (the "Initial Term"); but if the last day of the Initial Term is not the last day of a calendar month, then the Initial Term will be extended by up to 30 additional days such that the Initial Term ends on the last day of a calendar month. Thereafter, the Agreement will automatically renew for additional consecutive 12 month terms (each, a "Renewal Term") pursuant to the terms herein until either party gives notice at least 30 days before the end of the then-current Initial Term or Renewal Term that such party does not wish to renew the Agreement, or unless the Agreement is earlier terminated as

provided in Section 8.2 (the Initial Term and all Renewal Terms collectively, the "Term").

8.2 Termination for Breach or Bankruptcy. Either party may terminate the Agreement immediately upon notice to the other party if such other party: (i) materially breaches the Agreement and fails to cure such breach within 30 days after receiving notice thereof; (ii) files for any form of bankruptcy or protection from creditors, becomes insolvent or otherwise unable to pay bills when due, makes an assignment for the benefit of creditors, or has a bankruptcy trustee, receiver, or similar official appointed to manage such other party's assets; or (iii) is the subject of a bankruptcy petition filed by a third party, which petition is not dismissed in such other party's favor within 60 days after the filing thereof. Notwithstanding the above, Thorn may terminate the Agreement immediately without notice if Thorn has reasonable basis to believe that Company has violated the provisions of Section 2, 4 or 9.8.

8.3 Effect of Termination. Upon termination of the Agreement, Company will immediately cease use of the Services, and any amounts owed by Company under the Agreement will become immediately due in full and any amounts paid for the Term will be forfeited. Without limiting the foregoing, Company will pay all reasonable attorneys' fees and other costs incurred by Thorn arising from any breach of Section 2, 4 or 9.8.

8.4 Suspension. Thorn may suspend access to the Services at any time without notice if Thorn reasonably believes, in its sole and absolute discretion, that the security, integrity, or performance of the Services or the underlying data is threatened, or if Company fails to make timely payment of any Fees when due.

8.5 Survival. The following provisions will survive any termination of the Agreement: (i) any obligation of either party accrued prior to the date of such termination to pay money to the other party; and (ii) Sections 2.5, and 4 through 9.

9. GENERAL PROVISIONS

9.1 Assignment. Company may not assign the Agreement without the prior written consent of Thorn, except that Company may assign the Agreement in its entirety to Company's successor in interest in connection with a merger, acquisition, restructuring, or change of control of Company, or to a purchaser of substantially all of the Company's assets to which the Agreement pertains, upon notice to Thorn. Thorn may assign the Agreement without notice to or consent of Company. Any assignment in violation of this Section is void.

9.2 Governing Law. The Agreement is governed in accordance with the laws of the State of California, without regard to conflict of law principles. All actions brought in connection with the Agreement will be brought exclusively in the state and federal courts located in Los Angeles County, California, and the parties hereby consent to personal jurisdiction in such courts and waive all motions and claims regarding inconvenient forum or venue in such courts.

9.3 Relationship Between the Parties. The relationship between the parties is that of independent contractors. Nothing in the Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.4 Third Party Beneficiaries. There are no third party beneficiaries to the Agreement, including without limitation Company Clients, and nothing in the Agreement provides or is intended to provide any right or remedy to any person other than Thorn and Company.

9.5 Entire Agreement; Severability; Modification; Waiver. The Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements between the parties to the extent related to the subject matter hereof. If any provision of the Agreement, or portion thereof, is found to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible and the remainder of the Agreement will continue in full force and effect. Except as expressly set forth in the Agreement, no modification of or amendment to the Agreement will be effective unless in writing signed by both parties; nor will any waiver of any provision of the Agreement be effective unless in writing and signed by the party against whom such waiver is asserted.

9.6 Notice. Any notice required or expressly permitted under the Agreement will be in writing and will be deemed given: (i) when personally delivered; (ii) two days after being sent via overnight delivery through a nationally recognized courier service with delivery confirmation and all fees prepaid; (iii) five days after being mailed to the party by U.S. certified mail; or (iv) upon acknowledgement of receipt after being sent in an email with a subject header that begins with the capitalized words LEGAL NOTICE, in each case, to receiving party at the address specified for such party in the Order Form or such other address as such party specifies by notice. Thorn's address for notice by email is legal@wearethorn.org.

9.7 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including without limitation acts of war, pandemic, acts of terror, natural disasters, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of infrastructure including electrical systems, communication systems, and the internet.

9.8 Non-Disclosure/Publicity. Company may use Thorn's name in verbal discussions with its clients and potential clients regarding Company's ability to use the Services to Hash their data and Match against known or suspected CSAM data sets. However, neither party will, without the other party's prior written consent, publicly use the other party's name or logo in any written materials, for any purpose, whether marketing, promotional or otherwise, and regardless of its distribution method, except that Thorn may include Company's name and logo on lists of customers who use Thorn's services.

9.9 Prevailing Party. In the event of any dispute between the parties arising out of or in connection with the Agreement, the prevailing party shall be entitled to recover its costs incurred in connection therewith from the non-prevailing party, including reasonable attorneys' fees.
