

MASTER SUBSCRIPTION AGREEMENT

This **Master Subscription Agreement**, including all Order Forms, addenda, exhibits and schedules hereto (collectively, this “**Agreement**”) is made and entered into as of [Date] (“**Effective Date**”) by and between Othelia Technologies, Inc., a Delaware corporation with offices at 9800 Wilshire Boulevard Beverly Hills, CA 90212 (“**Othelia**”), and [Entity Name], a [jurisdiction of formation] [type of entity] with a place of business at [address] (“**Customer**”).

This Agreement governs Othelia’s provision of the Services (as defined herein) and Customer’s access to and use of the Services. This Agreement contains general terms and conditions applicable to all such Services and any Order Forms and Statements of Work executed by the parties. In the event of a conflict between the terms in an Order Form and this Agreement, the terms in the Order Form shall control with respect the Services provided under such Order Form. In the event of a conflict between the terms in a Statement of Work and this Agreement, the terms in the Statement of Work shall control with respect the Services provided under such Statement of Work. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Certain Definitions

- (a) “**API**” means any proprietary application programming interface made accessible by Othelia that enables Customer to, among other things, pull Customer Data into the Services from any approved Integrations.
- (b) “**Confidential Information**” means information identified in good faith by either party as being confidential or proprietary, or information that, given its nature or the circumstances of its disclosure, should reasonably be understood to be confidential or proprietary. Confidential Information shall include the terms and conditions of this Agreement; the source code and architectural framework of the Services (including StoryKeeper); Customer Materials; API specifications; information relating to future releases of the Services; and pricing information and business plans provided by either party.
- (c) “**Credentials**” means any End User accounts, passwords, and other authentication credentials associated with use of the Services by Customer or End Users.
- (d) “**Customer Data**” means any information, data, and other materials Customer or End Users submit, upload, email, transmit, or otherwise make available through the Services or to Othelia.
- (e) “**Customer Facilities**” means Credentials and any account, database, hardware, system, or other facility within Customer’s custody or control.
- (f) “**Customer Materials**” means any Customer Data, Input, and Output.
- (g) “**Emergency Security Issue**” means any: (i) use of the Services by Customer or End Users in violation of the terms and conditions of this Agreement that disrupts or is reasonably likely to disrupt the availability of the Services to other users; or (ii) access to the Services by any unauthorized third party through use of any Customer Facilities.
- (h) “**End Users**” means employees and contractors of Customer who are authorized by Customer to access and use the Services on Customer’s behalf and pursuant to unique Credentials which are associated with Customer’s account on the Services.
- (i) “**Input**” means Customer Data and certain other text, content, data, and information provided by Customer to the Services for the purpose of creating Output.
- (j) “**Intellectual Property**” means all rights associated with patents and inventions; copyrights, mask works, and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos, and other source identifiers; trade secrets; software, databases, and data; and all other intellectual property and industrial designs.
- (k) “**Integrations**” means any integration of the Services with Customer Facilities or Third-Party Offerings which is authorized by Othelia via an API provided by Othelia which enables Customer to input Customer Data into the Services from such Customer Facilities or Third-Party Offerings.
- (l) “**Malicious Code**” means without limitation code, files, scripts, agents, or programs intended to do harm, including without limitation viruses, worms, time bombs, and trojan horses.
- (m) “**Order Form**” means each Order Form entered into in writing by the parties under this Agreement specifying the Services, including the Fees, number of authorized End Users, the Term, and any additional terms applicable to the Customer’s access to and use of the Services.
- (n) “**Output**” means the narrative, canon, and continuity analytics and reports and related insights generated by the Services using the Input.
- (o) “**Platforms**” means any proprietary online platform hosted by Othelia, including StoryKeeper and any related domain and subdomains, software, code, algorithms, hosted services and web interfaces.
- (p) “**Statement of Work**” or “**SOW**” means a written document executed by both parties that describes specific services, including Professional Services, to be performed by Othelia under this Agreement. Each SOW may include details such as the scope of the services, deliverable, milestones, timelines, fees, assumptions, and Customer responsibilities required to support the successful delivery of the Services.
- (q) “**Professional Services**” means any professional services provided by Othelia to Customer in accordance with an applicable SOW.

(r) “Third-Party Offerings” means services delivered or performed by third parties independently of the Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Services.

(s) “TOS” means the End User Terms of Service governing each End User’s access to and use of the Services.

(t) “Services” means any and all of the services, software and other offerings provided by Othelia pursuant to this Agreement and any Order Forms or SOWs, including Professional Services, Platforms, Integrations, APIs, the offerings provided through <https://othelia.com/>, any mobile applications provided by Othelia, and all such services and software labeled as alpha, beta, pre-release, trial, preview or otherwise. The Services may include any enhancements, updates, upgrades, derivatives or bug fixes to such services, software, and offerings, and any documentation, add-ons, templates, and sample data sets as provided by Othelia.

(u) “StoryKeeper” means Othelia’s proprietary software, algorithms, models, and other data analytics templates and tools which are provided by Othelia to Customer via the Services.

2. Grant of Rights and Restrictions; Services

(a) Grant of License. Subject to Customer’s and its End Users’ continued compliance with the terms of this Agreement and the applicable Order Form, Othelia hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services, solely as specified in each applicable Order Form and only during the Term specified in each applicable Order Form. Such license shall be solely for Customer’s internal business purposes in the ordinary course of Customer’s business and within Customer’s Facilities.

(b) Restrictions. Except as expressly permitted under this Agreement, Customer shall not itself, nor shall it permit any other party (including End Users) to: (i) access or use the Services for any other purposes (including for any competitive analysis, commercial, professional, or other for-profit purposes); (ii) modify, adapt, or create derivative works of the Services; (iii) rent, lease, loan, resell, transfer, sublicense, display, or distribute the Services to any third party; (iv) decompile, disassemble, translate or reverse-engineer the Services or otherwise attempt to derive the Services’ source code, algorithms, models, or techniques used or embodied in the Services; (v) remove, alter, obscure, cover, or change any trademark, copyright or other proprietary notices, labels or markings from or on the Services; (vi) interfere with or disrupt servers or networks connected to any website through which the Services are provided; (vii) automatically or programmatically extract data from the Services; (viii) represent that any Output was human-generated when it was not; (ix) use the Services for any illegal, unauthorized, or otherwise improper purposes; (x) use or offer any functionality of the Services on a service provider, service bureau, hosted, software as a service, or time sharing basis, provide or permit other individuals or entities to create Internet “links” to the Services, or “frame” or “mirror” the Services on any other server, or wireless or Internet-based device; (xi) use the Services to build a similar or competitive product or service; or (xii) use the Services to transmit code, files, scripts, agents, or programs intended to do harm, including without limitation viruses, worms, time bombs, and trojan horses.

(c) Service Modification. Othelia reserves the right to enhance, update, improve, or modify the Services (or any portion, feature, or functionality thereof) from time to time in its sole discretion; provided, however, that such changes do not materially degrade the core functionality of the Services. Othelia may discontinue or remove features that it reasonably determines to be obsolete, redundant, low-usage, or otherwise not aligned with its product roadmap or business priorities. Nothing in this Section 2(c) shall be construed to limit Othelia’s right to make changes necessary to comply with applicable law.

(d) End Users. End Users may access and use the Services on Customer’s behalf contingent upon such End User’s compliance with the terms and conditions of this Agreement and the TOS, provided that: (i) Customer is responsible for ensuring that all End Users agree in a legally enforceable manner to abide by and fully comply with the terms and conditions of this Agreement on the same basis as applicable to Customer; (ii) such use is only in connection with Customer’s internal business purposes; (iii) such use does not represent or constitute an increase in the scope of the licenses provided hereunder (including an increase in the number of authorized End Users); and (iv) Customer remain fully responsible and liable for any and all acts or omissions by such End Users related to this Agreement and the TOS.

3. Customer Responsibilities

(a) Technical Requirements. Customer and End Users shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity, and third-party software required to access the Services, including computers, operating systems, web browsers, and storage devices.

(b) Protection. Customer shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using Customer Facilities. In the event Customer becomes aware of any unauthorized access to or use of the Services through use of Customer Facilities, Customer shall promptly notify Othelia in writing and make reasonable efforts to investigate, mitigate, and eliminate such unauthorized access or use. Customer shall, at all times, implement and maintain appropriate security policies, procedures, and access controls to prevent unauthorized access to and use of the Services through Customer Facilities.

(c) Integrations. Customer acknowledges and agrees that enabling certain Integrations within the Services may require Customer to register for accounts with, or link existing account to, various Third-Party Offerings. Customer shall remain solely responsible for its and its End Users’ use of such Integrations, including all credentials, authorizations, permissions, Customer Data, and any other information or actions required or permitted in connection therewith.

(d) Policies. In addition to the terms and conditions of this Agreement, access to and use of the Services shall comply with and be subject to any terms of service (including the TOS), acceptable use policy, privacy policy, end user license agreement and other guidelines instituted by Othelia or its licensors or service providers (collectively, “Policies”).

4. Company Responsibilities

(a) Professional Services. If indicated in an Order Form or SOW, Othelia shall perform Professional Services in accordance with the terms and conditions of this Agreement. Customer shall supply Othelia all information and inputs reasonably necessary for Othelia to provide the Professional Services to Customer ("Customer Technical Specifications"), which may include information, documents, equipment, services, access, facilities, and support regarding Customer's Facilities. In the event Customer fails to provide the Customer Technical Specifications, Customer will reimburse Othelia for additional costs incurred due to such failure.

5. Fees and Taxes

(a) Fees. Customer shall pay Othelia the applicable fees set forth in the Order Form or SOW pursuant to the payment terms therein. Unless otherwise set forth in an Order Form or SOW, all fees shall be due by Customer to Othelia within thirty (30) days after the date of applicable invoice. Customer shall provide Othelia with complete and accurate billing contact information including a valid email address. All payments to Othelia are non-refundable except as otherwise expressly provided in the applicable Order Form or SOW. All payments will be made in United States dollars via electric funds transfer or otherwise as per the instructions of Othelia. Othelia may invoice parts of an Order Form or SOW separately or all in one invoice.

(b) Late Payments. Any payment not received from Customer when due shall incur interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. In addition, Customer shall be responsible for all reasonable costs and expenses incurred by Othelia in collecting any overdue amounts or enforcing its rights under this Agreement, including, without limitation, reasonable attorneys' fees, court costs, and collection agency fees.

(c) Taxes. Any and all amounts payable hereunder by Customer are exclusive of any value added, sales, use, excise, or other similar taxes (collectively, "Taxes"). Customer shall be solely responsible for paying all applicable Taxes. If Othelia has the legal obligation to collect any Taxes, Customer shall reimburse Othelia upon invoice by Othelia. If Customer is required by law to withhold any taxes from its payments to Othelia, Customer shall provide Othelia with an official tax receipt or other appropriate documentation to support such payments and take reasonable steps to minimize such payments.

6. Intellectual Property

(a) Responsibility for Data. All information, data, and other materials accessible through the Services ("Data") are the sole responsibility of the party from whom such materials originated. Customer acknowledges and agrees that: (i) the Services may provide access to or rely on Data from third parties (including without limitation, via Third-Party Offerings), and such third parties, and not Othelia, are entirely responsible for such Data; (ii) Customer and End Users, and not Othelia, are entirely responsible for the accuracy, quality, and legality of all Customer Materials; and (iii) Customer and End Users are solely responsible for giving all required notices and obtaining all necessary consents (including all required permissions from Intellectual Property holders) before submitting Customer Data through or to the Services or Othelia.

(b) Usage and Aggregated Data. Customer acknowledges and agrees that Othelia may collect, monitor, and analyze data and information relating to Customer's and its End Users' access to and use of the Services ("Usage Data"), including but not limited to performance metrics, feature usage, configurations, and technical logs. Othelia may use such Usage Data: (i) to operate, maintain, and improve the Services and to develop new products, features, and services; (ii) to monitor compliance with this Agreement; and (iii) for security and fraud detection. Othelia may also use Usage Data in aggregated and anonymized form that does not identify Customer or any individual user ("Aggregated Data") for benchmarking, research, analytics, and business purposes.

(c) Othelia Ownership. Customer acknowledges and agrees that, as between Othelia and Customer, Othelia owns all right, title and interest (including all Intellectual Property) in and to the Services, Usage Data, and Aggregated Data. Without limiting the foregoing, Othelia will retain exclusive ownership of: (1) all Othelia know-how, concepts, techniques, methodologies, ideas, templates, software, interfaces, utilities, and tools; (2) all proprietary organization and structures for categorizing, sorting, and displaying materials, information, and other data on the Services (including with respect to StoryKeeper); (3) all updates, modifications, improvements, enhancements, and derivative works of the Services conceived, discovered, developed, or reduced to practice, solely or in collaboration with others, during the course of providing the Services hereunder; and (4) in each case, all related Intellectual Property rights.

(d) Customer Ownership. As between Customer and Othelia, Customer owns all right, title, and interest (including all Intellectual Property) in and to Customer Materials and any results therefrom. Customer hereby grants Othelia and its service providers a royalty-free, non-exclusive license to use, process, store, transmit, and reproduce Customer Materials as necessary for Othelia to provide the Services to Customer and End Users.

(e) Feedback. If Customer or End Users elect to provide or make available to Othelia any suggestions, comments, opinions, code, input, ideas, reports, information, know-how, or other feedback (whether in oral, electronic or written form) related to the Services ("Feedback"), Customer hereby assigns, at no charge, all rights, title and interests in Feedback to Othelia, and agrees that Othelia is free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer, or otherwise grant rights in the Feedback in any form and any medium (whether now known or later developed), without credit or compensation to Customer.

(f) Reservation of Rights. Each of the parties reserves all rights not expressly granted under this Agreement.

7. Third-Party Offerings and Artificial Intelligence

(a) Third-Party Offerings. Third-Party Offerings may be available for use by Customer connection with the Services. Customer acknowledges and agrees that any use by Customer or any End User of any Third-Party Offerings may be subject to a separate agreement with such third-party provider, which will govern Customer's and each End User's use of such Third-Party Offerings. Othelia makes no warranties of any kind and assumes no liability whatsoever for Customer's or any End User's use of (or inability to use) Third-Party Offerings, which are made available by Othelia "AS IS," "AS AVAILABLE" and "WITH ALL FAULTS."

(b) Artificial Intelligence. Customer acknowledges that Othelia uses artificial intelligence and machine learning ("AI") to inform the Outputs. In addition, Customer acknowledges that such AI may include AI provided through Third-Party Offerings. Othelia reserves the right to change, at any time with or without notice to Customer, which third-party AI, if any, that the Services use or are linked to, including any generative AI models or model providers. For the avoidance of doubt, Customer represents and warrants that to the extent any Input includes personally identifiable information, Customer has provided all necessary notices and received all necessary consents for Othelia to process and use such information in connection with AI functionalities.

8. Term, Suspension and Termination

(a) Term. The term for this Agreement shall commence on the Effective Date and shall continue for the initial term length set forth in the Order Form (the "Initial Term"), which shall automatically renew for successive terms of equal length beginning on the day immediately following the expiration of the Initial Term or then-current renewal term (each, a "Renewal Term") and each together with the Initial Term, collectively, the "Term") unless either party provides notice to the other party of its intent not renew at least sixty (60) days before the end of the Initial Term or then-current Renewal Term.

(b) Suspension. Othelia reserves the right to suspend Customer or any End User's access to the Services in the event of an Emergency Security Issue or any non-payment by Customer. Othelia will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the Emergency Security Issue. Othelia further reserves the right to suspend or revoke access to the Services by any End User who violates any Policy.

(c) Termination. Notwithstanding anything to the contrary, either party may terminate this Agreement or any Order Form, as applicable: (i) upon written notice to the other party of a material breach of this Agreement or any Order Form, as applicable, by the other party, which breach the other party does not cure within thirty (30) days after receipt of written notice of the breach; provided that, where the breach affects only a particular Order Form, termination will be limited to that Order Form; or (ii) in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business. Notwithstanding the termination of this Agreement or any Order Form for any reason, neither party will be relieved of any duty, obligation, debt or liability that arose or accrued prior to the effective date of termination.

(d) Events upon Termination of Order Form. Upon termination of an Order Form for any reason: (i) all rights granted by the parties under such Order Form shall immediately terminate; (ii) Customer shall immediately cease all use of the Services made available under such Order Form; and (iii) each party shall immediately cease all use of the other party's Confidential Information made available under such Order Form and return or destroy all copies of such Confidential Information that are within its custody or control.

(e) Events upon Termination of Agreement. Upon termination of this Agreement for any reason: (i) all rights granted by the parties under this Agreement shall immediately terminate; (ii) Customer shall immediately cease all use of all Services; and (iii) each party shall immediately cease all use of the other party's Confidential Information and return or destroy all copies of such Confidential Information that are within its custody or control.

(f) Retrieval of Customer Data. Upon request by Customer made within sixty (60) days after any expiration or termination of this Agreement, Othelia shall make Customer Materials available to Customer for download in Othelia's standard format via Othelia's standard web services on a limited basis and at no additional cost to Customer solely for purposes of Customer's retrieving Customer Materials for a period of up to sixty (60) days after such request is received by Othelia. If Customer requires Othelia's assistance in retrieving such Customer Materials, Customer may acquire Othelia professional services at Othelia's then-current billing rates pursuant to a separately executed statement of work and professional services agreement. After such sixty (60) day period, Othelia will have no obligation to maintain or provide any Customer Materials (unless Customer has made arrangements with Othelia to retain such Customer Materials for a longer period of time for a fee) and shall thereafter, unless legally prohibited, delete all Customer Materials in accordance with its then-current protocols for secure deletion of such Customer Materials. Customer Materials stored in backups will be deleted in accordance with Othelia's then-current schedule for deletion/overwriting of such backups. Additionally, during the Term of the Agreement Customers can extract data via the Services.

(g) Survival. Any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including Sections: 2(b) (Restrictions); 5 (Fees and Taxes); 6 (Intellectual Property); 8(d) (Events upon Termination of Order Form); 8(e) (Events upon Termination of Agreement); 8(g) (Survival); 9 (Representations and Warranties); 10 (Indemnification); 11 (Confidential Information); 12 (Disclaimers); 13 (Limitation of Liability); and 14 (Miscellaneous).

9. Representations and Warranties

Othelia and Customer each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement have been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, bylaws, or comparable organizational documents of such party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon such party; and (e) it possesses all governmental licenses and approvals necessary to perform its obligations under this Agreement. Customer further warrants that that Customer has all rights, licenses, consents, and permissions needed to provide the Input to the Services and that use of the Customer Materials in association with the Services will not violate any applicable law or this Agreement, including any privacy, likeness, or other intellectual property right.

10. Indemnification

(a) Othelia Indemnification. Othelia agrees that Customer shall have no liability and Othelia shall indemnify, defend and hold Customer harmless against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or paid in settlement to the extent arising from any action or claim of a third party (collectively, "Claim") asserting that Customer or End Users' use of the Services infringes the Intellectual Property of such third party; provided, however, that Othelia shall have no obligation to indemnify Customer from any Claim to the extent it arises from: (i) use of the Services by or on behalf of Customer in any manner that does not comply with the terms and conditions of this Agreement or applicable laws or regulations; (ii) use of the Services by or on behalf of Customer in combination with any hardware or software not provided or approved by Othelia; (iii) modifications to the Services made by or on behalf of Customer that are not authorized by Othelia; or (iv) any Customer Data (Sections 10(a)(i) through 10(a)(iv), collectively, "Customer Acts"). In the event that any part of the Services becomes the subject of a Claim or Othelia reasonably determines that any part of the Services is likely to become the subject of a Claim, Othelia may, at its sole discretion: (1) procure for Customer a license as necessary for Customer to exercise the rights granted by Othelia under this Agreement; (2) modify or replace the infringing portion of the Services to avoid infringement; or (3) terminate the applicable Order Form and provide a pro rata refund of the fees paid by Customer to Othelia for the unused portion of the Initial Term or Renewal Term, as applicable, under such Order Form.

(b) Customer Indemnification. Customer agrees that Othelia shall have no liability and Customer shall indemnify, defend and hold Othelia harmless against any Claim to the extent arising from: (i) Customer Acts or Customer's breach of Section 11; (ii) any violation of applicable laws or regulations by Customer or End Users; (iii) any breach by Customer or End Users of any agreement governing use of Third-Party Offerings; (iii) any use by Customer or End Users of Customer Materials, including any Outputs, except as permitted by this Agreement or otherwise and as separate from Customer's or End Users' use of or access to the Services; and (v) any claim by a third-party provider that Customer or an End User has used the Services as a substitute for a data license with such provider.

(c) Procedure. The indemnified party shall: (i) give the indemnifying party prompt written notice of any Claim; provided, however, that failure of the indemnified party to give such prompt written notice shall not relieve the indemnifying party of any obligation to indemnify pursuant to this Section 10, except to the extent the indemnifying party has been prejudiced thereby; (ii) cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any Claim; and (iii) give the indemnifying party sole and complete control over the defense or settlement of any Claim; provided, however, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation.

11. Confidential Information

(a) Non-Disclosure. Each party may use the Confidential Information provided by the other party only as necessary to exercise its rights and discharge its obligations under this Agreement and for no other purpose without the prior written consent of the disclosing party. Neither party may disclose to a third party any Confidential Information of the other party. The receiving party shall protect Confidential Information of the disclosing party using the same degree of care it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than reasonable care. The foregoing obligations in this Section 11(a) shall not apply to any Confidential Information that: (i) is known or becomes known to the public in general, other than as a result of a breach of this Agreement by the receiving party; (ii) was known by or in the lawful possession of the receiving party prior to receipt from the disclosing party; (iii) is or has been independently developed by the receiving party without use of or reference to Confidential Information of the disclosing party; (iv) is or has been made known or disclosed to the receiving party by a third party without a breach of any obligation of confidentiality to the disclosing party; or (v) is required to be disclosed by law; provided, however, that the receiving party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing party, to the extent permitted by law, so that the disclosing party may take lawful actions to avoid or minimize such disclosure. Notwithstanding anything to the contrary, Othelia shall be permitted to identify Customer as an Othelia customer.

(b) Public Announcement. Customer hereby agrees that Othelia may use Customer's logo, name, tradename and other indicia for purposes including Customer in lists of Othelia's current and former customers and otherwise in promotional and/or marketing material, including on Othelia's website.

12. DISCLAIMERS

(a) Disclaimer of Warranties. ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." OTHELIA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 9),

EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY, OR COMPLETENESS OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT USE OF SUCH SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES, OR WILL MEET CUSTOMER OR END USERS' REQUIREMENTS.

(b) **Output Accuracy.** Customer hereby acknowledges, understands and agrees that: (i) Outputs may not be accurate, complete, or reliable, and should not be relied upon as the sole source of truth or factual information; (ii) Customer is solely responsible for evaluating the accuracy, appropriateness, and suitability of any Output for its intended use, including conducting human review where appropriate, before using or sharing such Outputs; (iii) Customer shall not use any Output relating to an identifiable individual for any purpose that may have a legal, financial, or material impact on that person; and (iv) the Services may produce Outputs that are incorrect, incomplete, misleading, or offensive, and such Outputs do not represent Othelia's views or opinions. If an Output references third-party products, services, or entities, such reference does not imply any affiliation with or endorsement by Othelia.

13. LIMITATION OF LIABILITY

OTHER THAN WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF USE RESTRICTIONS UNDER SECTION 2(b), INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, OR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR COST OF COVER, OR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF OR INABILITY TO USE THE SERVICES PROVIDED UNDER THIS AGREEMENT, SUCH AS ANY MALFUNCTION, DEFECT, OR FAILURE OF THE SERVICES OR ITS DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; AND (B) SUBJECT TO CUSTOMER'S OBLIGATION TO PAY ALL FEES DUE UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES RECEIVED BY OTHELIA FROM CUSTOMER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENTS GIVING RISE TO LIABILITY AROSE.

14. Miscellaneous

(a) **Legal Compliance.** Customer represents and warrants that Customer will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where the Services are delivered or used and Customer and each of its Authorized Users is not: (i) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; and (ii) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

(b) **Independent Contractors.** The relationship between Othelia and Customer established by this Agreement is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party, without the express prior written consent of such other party.

(c) **Notice.** All notices, demands and other communications ("Notices") to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and sent to the parties according to the contact information provided below, or such other contact information as either party shall notify the other in accordance with this Section 14(c):

To Othelia

[contact name]

9800 Wilshire Boulevard Beverly Hills, CA 90212

To Customer

As set forth in the most-recent Order Form

(d) **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, in whole or in part, without consent to a successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) **Interpretation.** For the purposes of this Agreement: (i) the words "such as," "include," "includes," and "including" shall be deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(f) **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter.

In the event of any conflict among this Agreement, an Order Form or SOW, and any Policy, the terms and conditions of each shall take precedence in the following order: this Agreement, an Order Form or SOW, and any Policy.

(g) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(h) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified, or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Delaware, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

(j) Jurisdiction. The parties agree that any action, proceeding, controversy, or claim between them arising out of or relating to this Agreement (collectively, an “Action”) shall be brought only in a court of competent jurisdiction in Wilmington, Delaware. Each party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum *non-conveniens* or any similar grounds with respect to any Action.

(k) No Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of the provisions of this Agreement, or of any breach or default hereunder, must be set forth in a written instrument signed by the party against which such waiver is to be enforced.

(l) Force Majeure. Neither party shall be liable for any failure to perform under this Agreement to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction, any act; exercise; assertion; or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, or any other cause beyond the reasonable control of the party invoking this provision.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.