

Media Processing Service License Agreement

1. Scope.

1.1. Terms and Conditions. This Media Processing Service License Agreement (the “**License Agreement**”) sets forth the terms and conditions applicable to the licensing of Product from Tencent Cloud LLC, a Delaware registered company located at Claremont 2747 Park Blvd, Palo Alto, CA 94306 (“**Licensor**”) to the party accessing or using the Product (“**Customer**”) deployed into Customer’s Computing Environment. The offer of Product pursuant to this License Agreement, and Customer’s acceptance of this License Agreement or Customer’s first download, instalment, access, or use of the Licensed Materials, constitutes each Party’s respective acceptance of this License Agreement and their entry into the Agreement (defined below). Unless defined elsewhere in this License Agreement, terms in initial capital letters have the meanings set forth in section 13. Customer and Licensor may be referred to collectively as the “**Parties**” or individually as a “**Party**”.

1.2. Agreement. Each License is subject to and governed by this License Agreement, the applicable Product Listing, additional terms and conditions (if any) agreed upon by the Parties in connection with the use of the Licensed Materials or Services, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Customer and Licensor (the “**Agreement**”). Each License is a separate agreement between Customer and Licensor. Additional information concerning the Product and Services that is included or referenced in the Product Listing is a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, information regarding Open Source Software and description of Licensor’s security practices. In the event of any conflict between the terms and conditions of the various components of the Agreement, unless otherwise expressly specified, the following order of precedence will apply: (1) additional terms and conditions agreed by the Parties in writing; (2) this License Agreement; then (3) the Product Listing.

2. Licenses.

2.1. License.

2.1.1. Subject to Customer’s compliance with the terms and conditions of the Agreement, Licensor hereby grants to Customer, a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable and revocable license to download, install and use the Product in Customer’s Computing Environment and to allow its Users, where applicable, to access and use the Product in accordance with the Product Listing within the designated territories (“**License**”). For illustration, the License is “revocable”, meaning that Licensor has the right to terminate the License in accordance with the Agreement. The territories for the License will be set forth in the Product Listing. For clarity, if the Product is not available for accessing or downloading on AWS Marketplace within or for a jurisdiction, such jurisdiction is not a licensed territory for the License. Accessing, downloading or using the Product from or within such jurisdiction by Customer or its Personnel is a breach of the Agreement.

2.1.2. Customer may use the Product only in support of the internal operations of Customer’s business(es) or organization(s), and/or in connection with Customer’s products and services (but, for clarity, not as a stand-alone product or service of Customer).

2.1.3. Licensor may make available to Customer Documentation concerning the use and operation of the Product and Customer may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the Agreement, provided that Customer shall include all proprietary legends and other notices on all copies.

2.1.4. Licensor may charge a fee for the provision of the License or Services at any time and from time to time. Customer acknowledges and agrees that Customer may be subject to additional terms and conditions for paid License or Services.

2.2. Modification. Licensor may, in its sole discretion, discontinue, limit, restrict, remove or make any changes or periodic updates and enhancements to the Licensed Materials (or any portion thereof) in any specific region or territory ("**Product Variation**") at any time without incurring liability to Customer.

2.3. Discontinuation. Licensor shall have no liability in any way whatsoever arising from, or in connection with, use by Customer or any of its Users of any discontinued, restricted, limited, removed or non-current or unsupported versions of the Licensed Materials or from use of the Licensed Materials by Customer and its Users after Licensor has notified Customer to discontinue such use or to update the Licensed Materials. Notwithstanding anything to the contrary, Licensor may, at its sole discretion, temporarily or permanently discontinue the provision of any and all Licensed Materials or any part thereof.

2.4. Use Restrictions. Except as expressly provided in the Agreement, Customer and any of its Users, may not:

- copy the Licensed Materials, in whole or in part; distribute copies of Licensed Materials, in whole or in part, to any third party;
- permit access of any kind to the Licensed Materials to any third party;
- modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof (including use of cheats, exploits, automation software or any unauthorised third party software designed to carry out such acts);
- except as permitted by applicable Laws, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product;
- rent, loan, sub-license, lease, distribute or attempt to grant other rights of any part of the Licensed Materials to third parties;
- use the Licensed Materials to act as a consultant, service bureau or application service provider;
- use the Licensed Materials or parts thereof as benchmarking or in any manner that is competitive with the Licensed Materials;
- access the Licensed Materials or parts thereof in a manner intended to avoid incurring fees (if any fees are applicable) or otherwise avoiding usage limitations;
- do anything that directly or indirectly suggests Licensor's support or endorsement of any product, service or content (including any personal website);
- store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code;
- engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity or gain unauthorised access to any system, account or data;
- interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor's system or network or circumvent the security features of the Product;
- access or use the Product from a country or region that is not a licensed territory of the License;
- perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor's systems or networks or otherwise attempt to gain unauthorised access to the Product or Licensor's systems or networks or other users' content or data;

- cause the Licensed Materials to be subject to any license or other terms that require the Licensed Materials, or any component thereof, to be, in whole or in part, disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or to be redistributable at no charge; or
- do any act or omission prohibited or restricted under the Product Listing and Licensor's acceptable use policy (if any) that are relevant to the use of the Licensed Materials.

2.5. High-Risk Activities. The Licensed Materials and Services are not designed, intended or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other applications in which the failure of the Product could lead to severe physical or environmental damages ("**High Risk Activities**"). Customer will not use the Product for High Risk Activities.

2.6. Open Source Software. Product may contain or be provided with Open Source Software. If Customer's use of the Product subjects Customer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of the Agreement apply to Open Source Software: (a) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, and (b) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of the Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.7. Third Party Applications. Customer acknowledges and agrees that it is solely responsible for any software, tools or applications used by Customer in connection with its use of the Licensed Materials and Services ("**Third Party Products**"), including third party software made available or offered in connection with the Licensed Materials and Services. Licensor is not responsible for and is not liable for any damages or losses arising from the use of the Third Party Products, and Licensor does not endorse, support or guarantee the quality, reliability, or suitability of any Third Party Products. Customer agrees that the use and making available of any Third Party Products is at its own risk. Customer acknowledges that Customer may be subject to additional terms and conditions applicable to the Third Party Products. Licensor does not provide any technical support or other support for any Third Party Products.

3. Proprietary Rights.

3.1. Licensed Materials. The Licensed Materials are licensed but not sold to Customer. Licensor retains all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in the Agreement will be construed or interpreted as granting to Customer any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein. Licensor reserves all rights not expressly granted under the Agreement. No rights will be granted or implied to be granted by waiver or estoppel.

3.2. Feedback. Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials ("**Feedback**"). Licensor may use and incorporate Feedback in Licensor's products and services without compensation or accounting to Customer. Licensor has no obligation to identify Customer as the source of such Feedback. Feedback is not confidential and shall not include proprietary information or content.

4. Warranties.

4.1. Compliance with Laws. Customer represents and warrants that it will comply with all Laws applicable to Customer in its performance under the Agreement.

4.2. Power and Authority. Each Party represents and warrants that: (a) it has full power and authority to enter into and perform the Agreement and that the execution and delivery of the Agreement has been duly authorised; and (b) the Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or by which the Party is bound or violate any obligation owed by such Party to any third party.

4.3. WARRANTY EXCLUSIONS. LICENSOR SHALL HAVE NO LIABILITY IN ANY WAY IN CONNECTION WITH: (A) USE OF THE LICENSED MATERIALS BY CUSTOMER IN VIOLATION OF THE AGREEMENT OR APPLICABLE LAWS; (B) MODIFICATIONS TO THE LICENSED MATERIALS NOT PROVIDED BY LICENSOR; (C) USE OF THE LICENSED MATERIALS IN COMBINATION WITH THIRD-PARTY EQUIPMENT OR SOFTWARE NOT PROVIDED OR MADE ACCESSIBLE BY LICENSOR OR CONTEMPLATED BY THE PRODUCT LISTING OR DOCUMENTATION; OR (D) USE BY CUSTOMER OF THE LICENSED MATERIALS IN CONFLICT WITH THE DOCUMENTATION.

5. Confidentiality.

5.1. Confidential Information. "Confidential Information" means any non-public information directly or indirectly disclosed by Licensor (or its Personnel) to Customer or accessible to Customer pursuant to the Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans and architecture, security information, pricing and cost information, marketing and promotional activities, customer and supplier information, employee information, business and marketing plans, and other technical, financial or business information, and any third party information that Licensor is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of Customer; (c) is in the possession of Customer, without restriction as to use or disclosure, at the time of disclosure by Licensor; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by Customer independently from the Agreement and without use of or reference to Licensor's Confidential Information or Proprietary Rights. Except for rights expressly granted in the Agreement, Licensor reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

5.2. Obligations. Customer will maintain as confidential and will avoid disclosure and unauthorised use of Confidential Information of Licensor using reasonable precautions. Customer will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorised, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Customer will restrict Confidential Information to recipients who need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as the restrictions described in section 5. Customer will not use Confidential Information of Licensor for any purpose except in fulfilling its obligations or exercising its rights under the Agreement. Customer will promptly notify Licensor if it becomes aware of any unauthorised use or disclosure of the Licensor's Confidential Information, and reasonably cooperate with Licensor in attempts to limit disclosure.

5.3. Compelled Disclosure. If and to the extent required by applicable Laws, including regulatory requirements, discovery request, subpoena, court order or governmental action, Customer may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Laws, notice will be given as soon as Customer is legally permitted) to Licensor to permit Licensor to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and Customer's obligations with respect to Confidential Information of Licensor will not be changed or lessened by virtue of any such disclosure.

6. Personal Data. Licensor Processes certain Personal Data relating to Customer and Customer's Users, such as IP addresses, device information and account identifiers, to verify Customer's eligibility and/or the eligibility of Customer's Users to access and use the Product in accordance with the terms of the Agreement. Licensor conducts such Processing solely for the purpose of verifying access to the Product and any Personal Data collected for this purpose is immediately deleted once the verification is completed. Licensor will ensure that such Personal Data is Processed in accordance with applicable Data Protection Laws. Customer may contact cloudlegalnotices@tencent.com if Customer has any questions or comments related to our Processing of Personal Data and the exercise of any data subject rights provided for under applicable Data Protection Laws.

7. Disclaimer.

7.1. DISCLAIMER. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE LICENSED MATERIALS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER LICENSOR OR ITS PERSONNEL MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS AND SERVICES, AND LICENSOR HEREBY DISCLAIMS ON BEHALF OF ITSELF AND ITS PERSONNEL ALL SUCH REPRESENTATIONS, CONDITIONS OR WARRANTIES. SPECIFICALLY, LICENSOR AND ITS PERSONNEL DO NOT MAKE ANY REPRESENTATION, CONDITION, WARRANTY OR UNDERTAKING: (A) THAT THE LICENSED MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, SECURE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (C) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE; (D) THAT CUSTOMER'S DATA WILL NOT BE SUBJECT TO LOSS OR DAMAGE; (E) OF NON-INFRINGEMENT; (F) THAT THE LICENSED MATERIALS AND SERVICES WILL BE SECURE OR COMPATIBLE WITH CUSTOMER'S OR USERS' NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE, OR DEVICES; OR (G) THAT THE LICENSED MATERIALS AND SERVICES WILL BE OF MERCHANTABLE OR SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE.

7.2. SPECIFIC DISCLAIMER OF CERTAIN LIABILITIES. WITHOUT LIMITING THE GENERALITY OF SECTIONS 4.3 AND 7.1, LICENSOR DISCLAIMS LIABILITY FOR ANY LOSS OR DAMAGE TO THE EXTENT CAUSED BY THE FOLLOWING: (A) CAUSES ATTRIBUTABLE TO INFRASTRUCTURE OPERATORS, INCLUDING BUT NOT LIMITED TO TECHNICAL ADJUSTMENTS MADE BY TELECOMMUNICATIONS OPERATORS, DAMAGE TO TELECOMMUNICATIONS/POWER LINES, INSTALLATION, MODIFICATION OR MAINTENANCE OF TELECOMMUNICATIONS NETWORKS/POWER RESOURCES BY TELECOMMUNICATIONS/POWER OPERATORS; (B) CUSTOMER'S USE OF THE LICENSED MATERIALS IN A MANNER NOT AUTHORISED BY LICENSOR; (C) IMPROPER OPERATION BY

CUSTOMER OR FAILURES IN CUSTOMER'S COMPUTER SOFTWARE, SYSTEMS, HARDWARE, OR TELECOMMUNICATIONS LINES; OR (D) ANY OTHER CIRCUMSTANCES NOT ATTRIBUTABLE TO THE FAULT OF, OUTSIDE THE CONTROL OF, OR NOT REASONABLY FORESEEABLE BY, LICENSOR.

8. Limitations of Liability.

8.1. GENERAL CAP. SUBJECT TO SECTION 8.3, AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY TO CUSTOMER AND ITS PERSONNEL UNDER THE AGREEMENT, WHETHER SUCH DAMAGES, CLAIMS OR LIABILITIES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, AT LAW OR IN EQUITY, EXCEED FIFTEEN UNITED STATES DOLLARS (USD 15).

8.2. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, NEITHER LICENSOR, NOR ITS AFFILIATES OR THEIR LICENSORS WILL BE LIABLE TO CUSTOMER OR ITS PERSONNEL UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (A) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT; (B) UNAVAILABILITY OF THE SERVICES; (C) CUSTOMER'S MATERIALS, APPLICATIONS OR PROPRIETARY RIGHTS; OR (D) LOSS OF DATA, LOST PROFIT, GOODWILL, REVENUE, CUSTOMERS OR OPPORTUNITIES; IN EACH CASE, RELATING TO THE LICENSED MATERIALS AND THE AGREEMENT.

8.3. UNLIMITED LIABILITIES. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.2 WILL NOT APPLY TO CUSTOMER'S: (A) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (B) PAYMENT OBLIGATIONS (IF ANY) UNDER THE AGREEMENT; (C) CUSTOMER INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1; OR (D) INFRINGEMENT ON LICENSOR'S OR ITS AFFILIATE'S PROPRIETARY RIGHTS.

8.4. Allocation of Risk. Each provision of this License Agreement that provides for a limitation of liability, disclaimer of conditions, warranties or representations, or exclusion of damages is intended to allocate the risks of the Agreement between Licensor and Customer. This allocation is an essential element of the basis for Licensor to provide the Licensed Materials and Services to Customer and to enter into the Agreement with Customer. Each of these provisions is severable and independent of all other provisions of this License Agreement, and each of these provisions will apply even if the limited remedies in this License Agreement have failed of their essential purpose.

9. Defense of Third Party Claims.

9.1. Customer Indemnity.

9.1.1. Customer will, at its expense, defend, indemnify and hold harmless Licensor and its Personnel (each an "**Indemnified Party**") from and against any and all claims, actions, proceedings and suits brought by a third party ("**Claims**") to the extent arising out of or in relation to any of the following: (a) Customer's application, product, service or content, including without limitation, infringement, misappropriation or violation of any Proprietary Rights; (b) any unauthorised or unlawful use of the Licensed Materials or Services by Customer or its Personnel; and (c) the use of any products, services, data, software, hardware or business processes not provided by or on behalf of Licensor.

9.1.2. Indemnified Party will give the Customer prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Customer from any obligations hereunder except to the extent that the Customer is prejudiced by such failure. Indemnified Party will give the Customer their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Customer's expense. Customer will keep Indemnified Party informed of the status of each Claim. Indemnified Party may participate in the defense at its own expense. Customer will control the defense or settlement of the Claim, provided that the Customer, without Indemnified Party's prior written consent: (a) will not enter into any settlement that: (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). Customer will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Laws.

9.2. Infringement Remedy. If the Product is held, or in Licensor's opinion is likely to be held, to infringe, misappropriate or violate any patent or copyright, or, if based on any claimed infringement, misappropriation or violation of patent or copyright, an injunction is obtained, or in Licensor's opinion an injunction is likely to be obtained, that would prohibit or interfere with Customer's use of the Product under the Agreement, then Licensor may at its option (for the avoidance of doubt, no obligation) and expense either: (a) procure for Customer the right to continue using the affected Licensed Materials in accordance with the License granted under the Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials do not infringe, misappropriate or violate any third-party patent or copyright. If, in such circumstances, Licensor cannot successfully accomplish any of the foregoing actions on a commercially reasonable basis or Licensor determines, at its sole discretion, not to do any of the foregoing item (a) or (b), either Party may terminate the License and the Agreement without liability. THIS SECTION 9.2 STATES THE ENTIRE LIABILITY OF LICENSOR, AND THE SOLE REMEDY OF CUSTOMER AND ITS PERSONNEL, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE PRODUCT, SERVICES AND LICENSED MATERIALS.

10. Term and Termination.

10.1. Term. The Agreement will remain effective until the termination of the License, unless terminated earlier by either Party as provided by the Agreement.

10.2. Customer's Termination. Customer may terminate the Agreement by following the instructions provided within the relevant Product or Services. Unless otherwise agreed by the Parties, Customer may terminate the License or Services offered for free at any time.

10.3. Licensor's Termination. Licensor may, at its sole discretion, terminate the License or the Agreement, in whole or in part, immediately upon written notice to Customer, if: (a) Licensor becomes aware of or reasonably believes that Customer or any of its Users have violated the terms of the Agreement, any applicable Laws, or engaged in any fraudulent or deceptive activity, in connection with the use of the Licensed Materials or Services; (b) Licensor is required to by applicable Laws, court orders or requirements imposed by government bodies, or if Licensor otherwise determines that it is reasonable to do so in order to ensure that Licensor does not violate or risk violation of the same; or (c) any current or future regulatory or other requirement (i) subjects Licensor to an obligation not generally applicable to businesses operating in the applicable territory; (ii) would result in difficulty for Licensor to continue offering the affected Licensed Materials or Services; or (iii) that Licensor reasonably believes may conflict with the Agreement. The foregoing shall not affect Licensor's right to discontinue as set forth under section 2.3. If Licensor

discontinues the provision of any and all Licensed Materials or any part thereof, the License for the discontinued Licensed Materials or any part thereof, and any related Services (including support services, if any), shall be deemed to automatically terminate.

10.4. Effect of Termination.

10.4.1. Upon termination or expiration of the License or the Agreement, Customer's right to use the Product licensed under such License will terminate, and Customer's access to the Licensed Materials and Services provided under such License shall be disabled and discontinued.

10.4.2. Sections 3 (Proprietary Rights), 5 (Confidentiality), 7 (Disclaimer), 8 (Limitations of Liability), 9.1 (Customer Indemnification), 10.4 (Effect of Termination), 12 (General) and 13 (Definitions), together with all other provisions of the Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of the Agreement for any reason.

11. Trade Compliance.

11.1. Customer's Status. Customer represents and warrants that neither Customer, nor any of its officers, directors, shareholders, agents or employees, are: (a) listed in any list of designated persons maintained by the United States (including, without limitation, the list of "Specially Designated Nationals" as maintained by the Office of Foreign Assets Control of the U.S. Treasury Department), the PRC, the United Nations Security Council, the United Kingdom (including the Consolidated List of Financial Sanctions Targets as maintained by His Majesty's Treasury), the European Union and any Member State thereof (including the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions), or any other list of restricted persons maintained by any authority with jurisdiction over Customer (any person so listed being a "**Restricted Person**"); (b) organized under the laws of, operating from or located or resident in a country or territory that is the target of comprehensive sanctions (as of the date of last update of the Agreement, including Iran, Cuba, North Korea, Syria, the Crimea/Sevastopol region and the so-called Donetsk and Luhansk People's Republics); or (c) controlled or owned 50 percent or more (directly or indirectly) in the aggregate, by one or more Restricted Persons.

11.2. Trade Compliance. In connection with the use of the Licensed Materials and Services by Customer, Customer will comply with all applicable export controls and economic sanctions laws and regulations of the United Nations, PRC, United States, European Union including its member states, the United Kingdom and other applicable government authorities including without limitation the U.S. Export Administration Regulations and the economic sanctions rules and regulations implemented under statutory authority and/or the U.S. President's Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control (collectively, "**Trade Laws**"). Customer agrees not to engage in any activities in connection with the use of the Licensed Materials and Services that would violate Trade Laws or that would risk placing Licensor in breach of any Trade Laws. Customer is solely responsible for compliance with Trade Laws related to the manner in which Customer chooses to use the Licensed Materials and Services, including: (a) Customer's transfer and processing of Customer Materials; (b) the provision of Customer Materials to Users; and (c) the territory in which any of the foregoing occurs. For the avoidance of doubt, the Agreement requires Customer to, and Customer is solely responsible for complying with Trade Laws in the use of the Licensed Materials and Services by Customer and its Users.

11.3. Trade Compliance Event. (a) If Customer or any of its Users becomes a Restricted Person or controlled or owned by 50% or more (directly or indirectly) in the aggregate, by one or more Restricted Person; (b) if provision of or use of the Licensed Materials and Services becomes otherwise restricted or prohibited as a consequence of the imposition of sanctions or by operation of Trade Laws; (c) if Licensor

determines at its sole discretion that a breach of the foregoing sections 11.1 and 11.2 by Customer has occurred or is at risk or occurring; or (d) if Licensor reasonably believes that Customer or any of its Users are, or are at risk, of being in violation of Trade Laws or are engaging in activities that would risk placing Licensor in breach of any Trade Laws, Licensor shall not be obliged to perform any of its obligations under the Agreement or continue to provide the Licensed Materials and Services and shall be entitled, in its sole discretion, to terminate the Agreement and the provision of the Licensed Materials and Services with immediate effect, without liability. Licensor is also entitled to, at its sole discretion, take any other remedial actions or relevant actions against Customer as it deems appropriate in light of the circumstances, including but not limited to, requesting Customer to remove any content that is subject to export control.

12. General.

12.1. Force Majeure. If the performance of the Agreement is prevented, delayed, hindered or restricted, or Licensor breaches the Agreement due to an event of force majeure, including but not limited to: (a) natural disasters; (b) acts of government; (c) promulgation or change of laws, regulations or policies (including Trade Laws, sanctions, restrictive measures or regulations); (d) strikes or unrest; or (e) any significant change of circumstances (including changes in applicable laws which would render provision of the Licensed Materials or Services potentially illegal or different from that contemplated by the Parties at time of the acceptance of the Agreement or first download, install, access, or use of the Licensed Materials or Services), foreseeable or otherwise, in no case shall Licensor be liable for the breach of the Agreement, or be otherwise liable for any such failure or delay in the performance of such obligations. If any of the abovementioned events persists for more than 15 calendar days, Licensor may terminate the Agreement, without assuming any liability, by immediate written notice to Customer.

12.2. Governing Law. The Agreement will be governed and interpreted under the laws of Singapore. All claims arising out of or relating to the Agreement or in relation to the Licensed Materials and Services, will be resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in force when the notice of arbitration is submitted. The seat of the arbitration will be Singapore and the language will be English. All proceedings will be confidential and there will be one arbitrator only. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

12.3. Assignment. Neither Party may assign or transfer the Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining Customer's written consent, Licensor may assign or transfer the Agreement and any of its rights and obligations thereunder: (a) in connection with a merger, acquisition or sale of all or substantially all of Licensor's assets; or (b) to any Affiliate of Licensor or as part of a corporate reorganization. Any attempted assignment, transfer or delegation in contravention of this section 12.3 will be null and void. The Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.4. Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Licensor shall not be bound by any term which is different from, modifies or otherwise in addition to the terms of the Agreement, unless modified in accordance with the Agreement, or otherwise agreed in writing. Without limiting the foregoing, the Parties agree that any terms and conditions in any Customer-issued purchasing forms, request for proposal, vendor questionnaire or similar shall not apply and Licensor disclaims the same.

12.5. Modification. Licensor may amend the Agreement, from time to time by posting updated versions online or otherwise making available to Customer. Unless specifically provided in the Agreement,

or otherwise indicated by Licensor, the amended Agreement will take effect within 30 calendar days after they are posted or made available. Notwithstanding the foregoing, any changes relating to the Licensed Materials or Services shall take effect immediately. Licensor will use commercially reasonable efforts to notify Customer of the changes, but Customer is responsible for periodically checking the Agreement for any modifications. Customer's continued use of the Licensed Materials or Services constitutes Customer's acceptance of any amended Agreement. Amended Agreement is not applicable retroactively.

12.6. Subcontracting. Licensor may use Subcontractors in its performance under the Agreement.

12.7. Independent Contractors. The relationship of the Parties established by the Agreement is that of independent contractors, and nothing contained in the Agreement should be construed to give either Party the power to: (a) act as an agent; or (b) direct or control the day-to-day activities of the other. Financial and other obligations associated with each Party's business are the sole responsibility of that Party and neither Party has authority to bind the other Party.

12.8. Notice and Consent to Electronic Communications. Customer agrees that any notices, agreements, disclosures, or other communications that Licensor sends to Customer electronically, whether by e-mail, through online platform, or otherwise, will satisfy any legal communication requirements, including that those communications be in writing. All notices to Licensor relating to the Agreement must be in writing and sent to: tmps_business@tencent.com, with copies to:

Tengyun Building, Tower A, No. 397 Tianlin Road
Xuhui District, Shanghai,
200233, China
Attn: International Business Legal Center
Email: iblclegalnotice@tencent.com.

12.9. Waiver and Severability. The waiver by either Party of any breach of the Agreement does not waive any other breach. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement. If any part of the Agreement is unenforceable, the remaining portions of the Agreement will remain in full force and effect.

12.10. No Third-Party Beneficiaries. The Agreement is not intended to confer any benefits on any third party except to the extent that it expressly states that it does. Users are not third party beneficiaries to the Agreement.

12.11. Language. If any translations of the Agreement are made available, the English version shall prevail with respect to any inconsistency between the English version and any translation version.

12.12. Headings. The headings throughout the Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Agreement.

12.13. Publicity. Customer agrees that Licensor may refer to Customer as a customer of Licensor and use Customer's name and logo in Licensor's marketing materials and websites. Except as otherwise permitted by law, Customer shall not issue any press release or make any other public communication with respect to the Agreement, or the fact that Licensor is providing Licensed Materials or Services to Customer. Customer shall not use Licensor's trademarks, service marks, service or trade names, logos ("**Licensor Marks**"); or identify Licensor as a supplier of the Licensed Materials or Services without prior written consent of Licensor. Notwithstanding the permission granted, unless otherwise agreed by Licensor in

writing, Customer's limited permission to identify Licensor for such purposes and for the use of Licensor's Marks shall terminate as soon as the Agreement expires or is terminated, whichever is sooner. Customer's use of the Licensor Marks shall be subject to any terms, conditions, or guidelines that Licensor may issue from time to time.

13. Definitions.

13.1. "Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

13.2. "AWS Marketplace" means the marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

13.3. "Customer Materials" means any property, items or materials, furnished by Customer to Licensor for Licensor's use in the performance of its obligations under the Agreement.

13.4. "Customer's Computing Environment" means the Customer computing environment on Amazon Web Services in which Licensor authorises use of the License.

13.5. "Data Protection Laws" refers to the data protection law(s) applicable in respect of the collection, storage, processing, transfer, disclosure, and use of Personal Data, including (without limitation) the U.S. Privacy Laws, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and the UK General Data Protection Regulation as defined by the UK Data Protection Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, in addition to any law which implements them, in each case as amended, consolidated, re-enacted or replaced from time to time;

13.6. "Documentation" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under the Agreement.

13.7. "Laws" means international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time.

13.8. "Licensed Materials" means the Product, Documentation and any other items, materials or deliverables that Licensor provides as part of a License or Services.

13.9. "Open Source Software" means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

13.10. "Personal Data" has the meaning given to such term or other analogous term in Data Protection Laws.

13.11. "Personnel" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors, representatives and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

13.12. “Process” has the meaning given under applicable Data Protection Laws.

13.13. “Product” means the Media Processing Service AMI and any associated data, content and/or services identified in the applicable Product Listing that Licensor provides as part of a License, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Licensor provides as part of the License.

13.14. “Product Listing” means the description of Product and other product information listed on the AWS Marketplace and offered by Licensor or its authorised reseller, including Licensor’s policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Licensor’s security practices or disclosures concerning Open Source Software.

13.15. “Proprietary Rights” means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

13.16. “Services” means all services that Licensor provides under the Agreement.

13.17. “Subcontractor” means any third party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under the Agreement.

13.18. “User” means Customer and any person or software program or computer systems authorised by Customer to access and use the Product as permitted under the Agreement. User does not include Customer’s Affiliates and any third party contractor of Customer or other third party performing services for Customer, including outsourcing suppliers.