

LUMA AI, INC.

Bedrock End User License Agreement

Last Updated: January 20, 2025

This End User License Agreement, including our Privacy Policy, which is incorporated herein by reference (together, this “Agreement”), is a legally binding contract between you (“Customer,” “you,” or “your”) and Luma AI, Inc. (“Luma,” “us,” “we,” or “our”). This Agreement governs your access to and use of our artificial intelligence (“AI”) models, related tools and application programming interfaces (“API”) made available to you via Amazon Bedrock (the “Services”).

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING OR OTHERWISE ENTERING INTO OTHER TERMS THAT REFERENCE THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) THE SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT (THE DATE UPON WHICH YOU ACCEPT THIS AGREEMENT IS REFERRED TO AS THE “EFFECTIVE DATE”), YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND OUR PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY US AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 15(b)(ii), you agree that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS AGREEMENT, YOU AND LUMA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

1. **Defined Terms.** Certain capitalized terms used in this Agreement are defined in Section 16 (Definitions) and others are defined contextually in this Agreement.
2. **Overview.** The Services provides certain features and functionalities that allow users to create, modify, share, and otherwise use renderings generated or created through the use of generative AI technology.
3. **The Service.**
 - (a) **Access.** Customer is responsible for securing its Amazon Web Services (“AWS”) account and must provide prompt notice to Luma if it believes that an unauthorized third party has gained access to the Services. Customer acknowledges and agrees that Luma is not responsible for Bedrock or any other services it receives from AWS, and that changes

to Bedrock or other AWS services may materially impact Customer's use of the Services. Customer may only use the Services in compliance with applicable AWS policies and agreements it has with AWS.

- (b) **Restrictions.** Except as expressly permitted by Luma, Customer will not (and will not permit its Authorized Users or anyone else to) do any of the following:
- (i) provide access to, distribute, sell, or sublicense the Services to a third party (other than Authorized Users);
 - (ii) use the Services on behalf of, or to provide any product or service to, any third party on a time-sharing, service bureau, rental or managed services basis, provided that, the foregoing restriction does not prohibit a Customer from using the APIs to connect the Services with such Customer's own applications and services or to provide its End Users with access to the Services;
 - (iii) provide any third party with access to any model provided through the Services;
 - (iv) use the Services or Output to compete with Luma or in a manner otherwise detrimental to Luma's business;
 - (v) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Services (including for clarity, any portion of the Fine-Tuned Service) (including, without limitation, to ascertain the architecture of our AI models or to derive, in whole or in part, the weights or parameters of our AI models);
 - (vi) modify or create derivative works of the Services or copy any element of the Services;
 - (vii) remove or obscure any proprietary notices in the Services;
 - (viii) publish benchmarks or performance information about the Services;
 - (ix) circumvent any access restrictions, or conduct any security or vulnerability test of the Services;
 - (x) transmit any viruses or other harmful materials to the Services;
 - (xi) take any action that risks harm to others or to the security, availability, or integrity of the Services;
 - (xii) access or use the Services in a manner that violates any Law;
 - (xiii) use the Services with Prohibited Data or for High Risk Activities;
 - (xiv) access, search, or otherwise use any portion of the Services (including Output) through the use of any engine, software, tool, agent, device, or mechanism for extraction, scraping, or similar purposes (including spiders, robots, crawlers, and data mining tools);

- (xv) change any of the interfaces described in the Documentation, or extend any interfaces except in accordance with the Documentation;
- (xvi) subject any portion of the Services or any Luma intellectual property right in any portion thereof to the terms of any “open source” license (including a license that requires, as a condition of use, modification, or distribution of technology subject to such license, that such technology or other technology combined or distributed with such technology (x) be disclosed or distributed in source code form, (y) be licensed for the purpose of making derivative works, or (z) be re-distributable at no charge);
- (xvii) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Services;
- (xviii) collect Personal Information (as such term is defined in Luma’s Privacy Policy) about any third party without consent;
- (xix) use the Services or any content, data, information, or other materials made available through the Services (including Output) for purposes of, directly or indirectly, creating, testing, validating, training, developing, or otherwise improving your or any third party’s AI models, systems, architecture, weights or related technology; or
- (xx) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other account on the Services without permission.

Notwithstanding anything else in this Agreement, Luma has no liability for Prohibited Data or use of the Service for High Risk Activities. Customer acknowledges that the Services are not intended to meet HIPAA requirements, and that Luma is not a Business Associate as defined under HIPAA.

(c) **Acceptable Use.** Customer will not (and will not permit its Authorized Users or anyone else to) do any of the following:

- (i) use the Services to engage in regulated activity without complying with applicable Laws, or promote or engage in any illegal activity, including the development or distribution of illegal substances, goods, or services or exploitation or harm of children;
- (ii) use the Services to generate pornographic or sexually explicit content;
- (iii) use the Services to create deepfakes (or similarly deceptive Output);
- (iv) use the Services to create deceptive or misleading information about Laws;
- (v) Create and disseminate deceptive or misleading information with the intention of targeting specific groups or persons with the misleading content;

- (vi) use the Services to engage in political activity, including any manipulation or attempted manipulation of governments or elections, or to spread misinformation or misleading information about a person, group, or entity;
 - (vii) use the Services to generate content for fraudulent activities, schemes, scams, phishing, or malware that can result in direct financial or psychological harm;
 - (viii) use the services to create psychologically harmful content;
 - (ix) facilitate or promote the exchange of illegal or highly regulated goods;
 - (x) use the Services to defraud, scam, spam, mislead, bully, harass, defame, discriminate based on protected attributes, sexualize children, or promote or incite violence or hatred; or
 - (xi) misrepresent (x) the source of the Output, or (y) that Output is human-generated.
- (d) **Personal Information.** Personal Information uploaded to, transmitted to, submitted to, provided to, or Processed by Luma in connection with Customer's use of the Services will be treated in accordance with the Privacy Policy.
- (e) **Suspension.** Luma may immediately suspend Customer's and its Authorized Users' access to the Service:
- (i) If Customer breaches Section 3(b) (Restrictions) or Section 3(c) (Acceptable Use);
 - (ii) if changes to Laws or new Laws require that Luma suspend the Services or otherwise may impose additional liability on us; or
 - (iii) if Customer's or any of its Authorized Users' actions risk harm to any of Luma's other customers or the security, availability, or integrity of the Services.

You acknowledge that your violation of this Agreement may result in the suspension or termination of your access to and use of the Services. Where practicable, Luma will use reasonable efforts to provide Customer with prior notice of the suspension. If the issue that led to the suspension is resolved, Luma will use reasonable efforts to restore your access to the Services.

- (f) **Scope Limitations.** You acknowledge and agree that Luma may, from time to time, establish general practices and limits concerning the use of the Services. You further acknowledge that Luma AI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

4. Input; Output.

- (a) **Input Generally.** As between the parties, Customer retains all intellectual property rights and other rights in Input and Output. Customer is responsible for its Input, including its content and accuracy, and will comply with Laws, Policies and this Agreement when using the Services. Customer represents and warrants that it has made

all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for the collection, access, use, disclosure, transfer, transmittal, storage, hosting, or other processing of Input as set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Input. You agree to pay all monies owing to any person or entity resulting from uploading the Input and from Luma's exercise of the license set forth in this Section 4 (Input; Output).

(b) Specific Rules for Photographs and Images. If you Upload a photograph or image to the Services that includes one or more persons, you hereby grant such persons and their administrators, guardians, heirs, and trustees, if any, an irrevocable, perpetual, royalty free, fully paid-up, worldwide license to reproduce, distribute, and publicly display that photograph for personal use and through any online platform or service, but not to promote any third-party product, good, or service. The license contained in this Section does not permit the subject of any photo or their administrators, guardians, heirs, or trustees to sell that image or photograph, whether on a standalone basis or as embodied in any product (including your products and services). If you use any Output that identifies or resembles a person, you will publicly identify that such Output was AI generated.

(c) You Must Have Rights to the Input You Upload; Certain Representations and Warranties. You must not Upload Input if you are not the owner of or are not fully authorized to grant rights in all of the elements of that Input. Luma disclaims any and all liability in connection with Input. You are solely responsible for your (and your Authorized Users' and End Users') Input and the consequences of providing Input via the Services. By providing Input via the Services, you affirm, represent, and warrant to us that:

- (i) you are the owner of the Input, or have the necessary licenses, rights, consents, and permissions to use your Input or have it used, in the manner contemplated by Luma, the Services, and this Agreement;
- (ii) the Input, and the Uploading or other use of your Input as contemplated by this Agreement, does not and will not: (v) infringe, violate, misappropriate, or otherwise breach any third party's right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (w) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (x) cause Luma to violate any Law or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; (y) constitute unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (z) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;

(iii) the Input could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate; and

(iv) the Uploading of Input is not intended to generate Output that is substantially similar to any form of intellectual property owned or controlled by a third party.

(d) Input Disclaimer. We are under no obligation to edit or control any Output or any Input that you or other users Upload, and we will not be in any way responsible or liable for Input or Output. The Services may, however, at any time and without prior notice, screen, remove, edit, or block any Input or Output that in our sole judgment violates this Agreement, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Services, Input or Output may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby waive, any legal or equitable right or remedy you have or may have against Luma with respect to Input or Output.

(e) Output. As between the parties and to the greatest extent permitted by Law, Customer owns and retains all right, title, and interest in and to the Output and Luma hereby assigns to Customer all of Luma's right, title, and interest in and to the Output. The foregoing assignment above does not include any right, title, or interest to output of any third party.

(f) Fine-Tuning. To the extent any functionality of fine-tuning, customization, or modification of the Services (such process, "Fine-Tuning") is enabled by us within the Bedrock environment and made available to you, you may submit certain data or information for purpose of the Fine-Tuning ("Fine-Tuning Materials"). You represent and warranty that you have right to use such Fine-Tuning Materials for purpose of Fine-Tuning without violating any Law or any third party's rights. The Service that has gone through a Fine-Tuning process created by or on behalf of you (i.e., a particular Customer) (the "Fine-Tuned Service") will be made available solely to you; provided that no weights, parameters or model architecture details will be provided to you.

5. Respect of Third-Party Rights; Cooperation.

(a) Respect of Third-Party Rights. Luma respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Services to do the same. Infringing activity will not be tolerated on or through the Services.

(b) Cooperation. You agree to cooperate with Luma in good faith to comply with applicable legal requests.

6. Communications. You may receive electronic communications from us based on your use of the Services and related to this Agreement. Except where prohibited by applicable law, electronic communications may include email, through the Services or your management dashboard within the Amazon Bedrock environment, or on our website.

7. Commercial Terms.

- (a) **Term.** This Agreement begins on the Effective Date and continue until terminated (the “Term”).
- (b) **Fees.** Customer is responsible for paying to AWS all applicable fees and taxes related to the use of our Services (the “Fees”). A failure to pay such Fees may result in the suspension of access to our Services and a termination of this Agreement.

8. Representations and Warranties; Disclaimer.

(a) Representations and Warranties.

- (i) Each party represents and warrants to the other party that: (x) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (y) no authorization or approval from any third party is required in connection with such party’s execution, delivery, or performance of its obligations under this Agreement.
 - (ii) Customer represents and warrants to Luma that: (x) it will comply with all Laws; and (y) it has provided all notices to and obtained all necessary and sufficient rights, permissions, capacity, consents, and authority to fully comply with its obligations under this Agreement (including, without limitation, to submit, Upload, transmit, or use Input in connection with the Services in Section 4 (Input; Output) and in Section 10 (Intellectual Property)) without violating Laws, infringing, misappropriating, or otherwise diluting any third-party rights (including intellectual property, publicity, privacy, or other proprietary rights), or breaching any terms or conditions in any agreement or privacy policies with a third party.
- (b) **Disclaimer.** THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THE SERVICES AND OUTPUT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, LUMA, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICES OR LUMA OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES (INCLUDING THE OUTPUT) WILL CREATE ANY WARRANTY REGARDING LUMA OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES AND YOUR DEALING WITH ANY OTHER USER OF THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICES AT YOUR OWN DISCRETION AND RISK,

AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES) OR ANY LOSS OF DATA. LUMA DOES NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES (INCLUDING OUTPUT), WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND LUMA DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. LUMA DOES NOT WARRANT THAT RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE DO NOT WARRANT THAT LUMA WILL REVIEW INPUT OR OUTPUT FOR ACCURACY, OR THAT IT WILL MAINTAIN INPUT OR OUTPUT WITHOUT LOSS. WE MAKE NO WARRANTY REGARDING THE OUTPUT OR THE SERVICES' SUITABILITY AS A REPLACEMENT FOR ANY SAFETY OR COMPLIANCE MEASURE. LUMA IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE LUMA'S CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. Under no circumstances will Luma AI be liable in any way for any third-party content, information, data, or other materials displayed or otherwise made available in connection with the Services (including any errors or omissions in any such materials) or for any loss or damage of any kind incurred as a result of the use of any such materials.

9. Term and Termination.

- (a) **Term.** This Agreement starts on the Effective Date and continues until the termination of this Agreement pursuant to Section 9(b).
- (b) **Termination.** Either party may terminate this Agreement if the other party: (i) fails to cure a material breach of this Agreement (including in the event of a failure to pay Fees by Customer, Luma may terminate) within thirty (30) days after notice; (ii) ceases operation without a successor; or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within sixty (60) days.
- (c) **Effect of Termination.** Upon expiration or termination of this Agreement, Customer's access to and Luma's obligations to provide the Services will cease. These provisions survive expiration or termination of this Agreement: 3(b) (Restrictions), 3(c) (Acceptable Use), 4 (Input; Output), 7 (Commercial Terms), 8 (Representations and Warranties), 9(c) (Effect of Termination), 10 (Intellectual Property), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), 14 (Modifications), and 15 (Miscellaneous), 16 (Definitions), and any other provision that, by its terms, is intended to survive expiration or termination. Except where an exclusive remedy is provided in this Agreement,

exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

10. Intellectual Property.

- (a) **Reservation of Rights.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer's right to use set forth in accordance with this Agreement, Luma and its licensors retain all intellectual property rights and other rights in the Service, Software, Documentation, and Luma's technology, materials, interfaces, content, information, or other forms of intellectual property used in connection with the Services, including any modifications or improvements to these items made by us or on our behalf.
 - (b) **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions to Luma regarding existing functionalities, problems with or proposed modifications or improvements to the Services ("Feedback"), then you hereby transfer and assign to Luma all of your intellectual property and other rights in such Feedback. Luma may exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.
 - (c) **Trademarks.** The name, logos, trademarks, service marks, and other branding elements of Luma or its products or services (collectively the "Luma Trademarks") are owned by Luma. Other names, logos, trademarks, service marks, or other branding elements used or otherwise displayed via the Service are owned by Luma's third-party licensors, each of whom may or may not endorse or in any way be affiliated with Luma. Nothing in this Agreement, Documentation, Policies, or the Services will be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Luma Trademarks without our prior written consent (which may be revoked at any time by Luma in its sole discretion). All goodwill generated from any approved use of Luma Trademarks will inure to our exclusive benefit.
- 11. Limitations of Liability.** Neither Luma's nor its suppliers or licensors will have liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance (including those arising from: (a) the use of the Services, or the inability to use the Services (including due to suspension or termination of Customer's access to the Services), or any modification to the Services; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (c) unauthorized access to or alteration of Input or Output; (d) statements or conduct of any other user of the Service; or (e) any other matter relating to the Services). EXCEPT AS PROVIDED IN SUBSECTIONS (v) AND (vi) OF SECTION

15(b) (ARBITRATION), NEITHER LUMA’S NOR ITS SUPPLIERS’ OR LICENSORS’ TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED IN THE AGGREGATE THE GREATER OF: (A) \$50.00 (USD); OR (B) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO LUMA PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT. THE WAIVERS AND LIMITATIONS IN THIS SECTION 11 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Indemnification.

(a) **Indemnification by Customer.** Customer will defend and indemnify Luma, as well as Luma’s service providers (including AWS in its capacity as a service provider to Luma), and its or their respective affiliates, and their respective directors, officers, employers, agents, successors and assigns (collectively “Luma Parties”) for any claims, demands, or actions brought by a third party (“Claims”) arising out of or in connection with: (i) any Input, Output or Fine-Tuning Materials; (ii) its or its Authorized Users’ violations of Law, fraud, gross negligence, or willful misconduct; or (iii) its or its Authorized Users’ breach or non-fulfillment of any representation, warranty, or covenant in this Agreement. The applicable Luma Party will provide Customer with: (x) reasonable written notice of the Claim (provided that any delay in providing notice will not relieve Customer of its indemnity obligations under this Agreement unless, and only to the extent, the Customer was prejudiced by the delay); (y) the exclusive right to control and direct the investigation, defense and settlement of the Claim (provided that no settlement admitting liability on the part of the Luma Party may be made without the express written consent of the Luma Party); and (z) reasonable assistance and cooperation at Customer’s sole cost and expense. Luma may participate in a Claim with its own counsel at its own expense. Customer will pay, on the Luma Parties’ behalf, all damages awarded in a final judgment or settlement of such Claims (including reasonable attorney’s fees, interest, and penalties to the extent included therein).

(b) Indemnification by Luma.

(i) Luma will defend and indemnify Customer for any damages finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party arising out of a Claim alleging that the Services infringe any third-party intellectual property right. This defense and indemnity obligation excludes Claims to the extent arising directly or indirectly from: (v) combination of any Services with technology, products, services, or software not provided by Luma, (w) Fine-Tuning of the Services by any party other than us, (x) Input, Fine-Tuning

Materials or any training or other data you provide to us, (y) your or your Authorized Users' or End Users' failure to comply with this Agreement or Laws or industry standards applicable to you or the use of our Services, or (z) claims based on the Output's or your (or Authorized Users' or End Users' use of the Outputs) actual or alleged intellectual property infringement or misappropriation. Customer will provide Luma with: (A) reasonable written notice of the Claim (provided that any delay in providing notice will not relieve Luma of its indemnity obligations under this Agreement unless, and only to the extent, Luma was prejudiced by the delay); (B) the exclusive right to control and direct the investigation, defense and settlement of the Claim (provided that no settlement admitting liability on the part of the Customer may be made without the express written consent of Customer); and (C) reasonable assistance and cooperation at Customer's sole cost and expense.

- (ii) If we reasonably believe that all or any portion of the Services is likely to become the subject of any infringement claim, we may (x) procure, at our expense, the right for you to continue using the Services in accordance with this Agreement, (y) replace or modify the allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, we may, in our sole discretion, terminate this Agreement upon written notice to you and refund any prepaid amounts for unused Services. You will promptly comply with all reasonable instructions we provide you with respect to (x) through (y) in this Section 12(b)(ii), including any instruction to replace, modify, or cease use of an impacted Service.

13. Confidentiality.

- (a) **Definition.** "Confidential Information" means information disclosed to the receiving party ("Recipient") under this Agreement that is marked by the disclosing party ("Discloser") as proprietary or confidential or, if disclosed orally, is designated as proprietary or confidential at the time of disclosure. Our Confidential Information includes any technical or performance information about the Services.
- (b) **Obligations.** As Recipient, each party will: (i) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including in accordance with Section 4 (Input; Output); and (ii) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Luma is the Recipient, Luma may retain the Customer's Confidential Information to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 13 and they are bound to confidentiality obligations no less protective than this Section 13.

- (c) **Exclusions.** These confidentiality obligations do not apply to information that Recipient can document: (i) is or becomes public knowledge through no fault of the receiving party; (ii) it rightfully knew or possessed prior to receipt under this Agreement; (iii) it rightfully received from a third party without breach of confidentiality obligations; or (iv) it independently developed without using Confidential Information.
 - (d) **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 13, without the necessity of posting any bond or proving actual damages.
 - (e) **Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of Input and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.
14. **Modifications.** Luma may make modifications to this Agreement (“Modifications”) from time to time with notice to Customer. Modifications do not apply retroactively, and will take effect thirty (30) days after the earlier of (a) such Modifications are posted by AWS or Luma, or (b) Customer otherwise receives notice, except that Modifications made in response to changes in Law shall be effective immediately upon the earlier of (a) or (b). If Customer objects to the Modifications, Customer’s sole and exclusive remedy is to terminate this Agreement with notice to Luma. To exercise this termination right, Customer must notify Luma of its objections before the Modifications take effect. Once the Modifications take effect, Customer’s continued use of the Service constitutes its acceptance of the Modifications. Luma may require Customer to click to accept the Modifications.

15. Miscellaneous.

- (a) **General Provisions.** The parties are independent contractors, not agents, partners, or joint venturers. This Agreement, including the Privacy Policy and any other agreements expressly incorporated by reference into this Agreement (to the extent there are any), are the entire and exclusive understanding and agreement between Customer and Luma regarding your use of the Services. Customer may not assign or transfer this Agreement or its rights under this Agreement, in whole or in part, by operation of law or otherwise, without Luma’s prior written consent. Luma may assign this Agreement and all rights granted under this Agreement, including with respect to your Input, at any time without notice or consent. The failure to require performance of any provision will not affect Luma’s right to require performance at any other time after that, nor will a waiver by Luma of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in this Agreement is for convenience only and will not have any impact on the interpretation of any provision. Neither party is liable for any delay or failure to

perform any obligation under this Agreement (except for a failure to pay Fees) due to events beyond its reasonable control, such as a strike, pandemic, epidemic, health emergency, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster. Throughout this Agreement the use of the word “including” means “including but not limited to.” If any part of this Agreement is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Luma may use subcontractors and permit them to exercise Luma’s rights and to perform Luma’s obligations on behalf of Luma, but Luma remains responsible for their compliance with this Agreement.

(b) Arbitration. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND LUMA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- (i) Generally. Except as described in subsections (ii) and (iii) below, you and Luma agree that every dispute arising in connection with this Agreement, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.
- (ii) Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (w) bring an individual action in small claims court; (x) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (y) seek injunctive relief in a court of law in aid of arbitration; or (z) to file suit in a court of law to address an intellectual property infringement claim.
- (iii) Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 15(b) within thirty (30) days after the date that you agree to this Agreement by sending a letter to Luma AI, Inc., Attention: Legal Department – Arbitration Opt-Out, 380 Hamilton Ave, P.O. Box 102, Palo Alto, CA, 94301 that specifies: your full legal name, the email address associated with your Account on the Services, and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once Luma receives your Opt-Out Notice, this Section 15(b) will be void and any action arising out of this Agreement will be resolved as set forth in Section 15(c). The remaining provisions of this Agreement will not be affected by your Opt-Out Notice.

- (iv) Arbitrator. This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Luma.
- (v) Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Luma’s address for Notice is: Luma AI, Inc., 380 Hamilton Ave, P.O. Box 102, Palo Alto, CA, 94301. The Notice of Arbitration must: (x) identify the name or Account number of the party making the claim; (y) describe the nature and basis of the claim or dispute; and (z) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within thirty (30) days after the Notice of Arbitration is received, you or Luma may commence an arbitration proceeding. If you commence arbitration in accordance with this Agreement, Luma will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if the Company has received twenty-five (25) or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.
- (vi) Arbitration Proceedings. Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (x) solely on the basis of documents submitted to the arbitrator; (y) through a telephonic or video hearing; or (z) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Luma must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- (vii) Arbitration Relief. Except as provided in subsection (viii) below, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Luma before an arbitrator was selected, Luma will pay to you the higher of the amount awarded by the arbitrator and

US\$10,000. The arbitrator's award shall be final and binding on all parties, except (x) for judicial review expressly permitted by law or (y) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

(viii) **No Class Actions.** YOU AND LUMA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Luma agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(ix) **Modifications to this Arbitration Provision.** If Luma makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within thirty (30) days of the change to Luma's address for Notice of Arbitration, in which case your Account with Luma will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

(x) **Enforceability.** If subsection (viii) above or the entirety of this Section 15(b) is found to be unenforceable, or if Luma receives an Opt-Out Notice from you, then the entirety of this Section 15(b) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 15(c) will govern any action arising out of or related to this Agreement.

(c) Governing Law; Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be exclusively the state and United States federal courts located in San Mateo County, California, and both parties submit to the personal jurisdiction of those courts.

(d) Consent to Electronic Communications. By using the Services, Customer consents to receiving certain electronic communications from Luma as further described in Luma's Privacy Policy. Please read Luma's Privacy Policy to learn more about Luma electronic communications practices. Customer agrees that any notices, agreements, disclosures, or other communications that Luma sends to Customer electronically will satisfy any legal communication requirements, including that those communications be in writing.

(e) Contact Information. You may contact Luma by emailing Luma at support@lumalabs.ai if you experience any issue with respect to the Services..

- (f) International Use; Export.** We make no representation that the Services are appropriate or available for use outside of the United States. Access to the Services from countries or territories or by individuals where such access is illegal is prohibited. Customer agrees to comply with all relevant U.S. and foreign export and import Laws in using the Services, Input, and Output. Customer (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) agrees not to access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.
- (g) Third-Party Beneficiary.** For the sole purpose of Section 12(a), AWS and its affiliates are intended third-party beneficiaries under this Agreement.

16. Definitions.

- (a)** “Authorized User” means any employee or contractor of Customer that Customer allows to use the Services on Customer’s behalf.
- (b)** “Documentation” means all documentation, materials, or information, technical or otherwise, relating or used with respect to the applicable Services, including specifications, operating manuals, user instructions, and technical literature, in any form, in each case provided or made available to Customer by Luma from time to time.
- (c)** “End User” means Customer’s end user of the Service.
- (d)** “High Risk Activities” means activities where use or failure of the Services could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, or air traffic control.
- (e)** “Input” means any data, information, content or materials (including messages, photos, video or audio, images, folders, data, text, and any other works of authorship or other works) that Customer (including any of its Authorized Users) submits, uploads, provides, makes available, or otherwise transmits (collectively, “Upload”) in connection with the Services.
- (f)** “Laws” means all applicable relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and export of data, including Personal Information and Input.
- (g)** “Output” means any data, results, output, or other content (including three-dimensional renderings) that is generated or derived from Input.
- (h)** “Policies” means, collectively, Luma’s policy on acceptable use set forth in this Agreement and other policies regarding usage of the Services as may be made available by Luma from time to time.

- (i) “Privacy Policy” means the privacy policy (available at <https://lumalabs.ai/legal/privacy>) as may be updated from time to time.
- (j) “Process” means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.
- (k) “Prohibited Data” means any: (i) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”); (iii) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards; (iv) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (v) social security numbers, driver’s license numbers, or other government ID numbers; or (vi) any data similar to the above protected by Laws.
- (l) “Software” means any software, scripts, or other code provided or made available by Luma to you under this Agreement in object code format.