

## RAZER.AI END USER LICENSE AGREEMENT

This Razer.AI End User License Agreement (the “Agreement”) creates an agreement between you (“Licensee”) and Razer (Asia-Pacific) Pte. Ltd. and its Affiliates (collectively, “Razer”). This Agreement governs your access and use of the Software and Licensed Materials. Specific terms and conditions for individual Software may be outlined in separate appendices within this Agreement, attached to and forming an integral part of this Agreement. In case of any conflict between the general terms and any product-specific terms, the product-specific terms shall prevail for that particular Software.

By downloading, using, installing, or copying any part of the Software and/or Licensed Material, you are agreeing on your own behalf and/or on behalf of the company or organization that you represent to be bound by all the terms and conditions in this Agreement and that you have also read, understood, and agree to be bound by the terms of Razer’s Privacy Policy, which is incorporated by reference into this Agreement. If you do not agree to be bound by any of the terms in this Agreement, please do not continue to install or use the Software and Licensed Material and immediately delete all instances of the Software and Licensed Material. Some of the Software or Licensed Material may only be fully usable in conjunction with the use of additional Razer products or services. If this applies, or if you use the Software or Licensed Material in conjunction with other products or services offered by Razer, then the terms and conditions for those other products or services shall also apply. Razer reserves the right to amend and/or add additional products to its platform offerings.

### 1. Definitions

1. In this Agreement, the following expressions shall have the following meaning except where the context otherwise requires:

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with a party to this Agreement, but only for so long as such control exists, and where “**control**” shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

“**Agreement**” means this Razer.ai End User License Agreement.

“**AWS Marketplace**” means the Amazon Web Services (AWS) Marketplace through which information about the Software is made available and from which you may be directed to the Razer AI Site.

“**Confidential Information**” means all information of a non-public, confidential or proprietary nature disclosed by Razer to you, whether before or after the date of this Agreement, including without limitation, beta software, trade secrets, know-how, patents research, development or technical information, confidential and proprietary product or information, Intellectual Property Rights, business operations or systems, and including without limitation, written, verbal, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items that are marked as confidential or that would normally be considered as confidential.

“**End Users**” means users of your Services.

“**Intellectual Property Rights**” means all current and future copyright (including rights in computer software or program), patents, trademarks, designs, rights in databases, inventions or trade secrets, know-how, topographies, tooling, fixtures, creative or artistic work product, customised test equipment, circuits, schematics, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.

**“Licensed Materials”** means all documents and information (including user manuals, computer programming code, scripts, and application programming interfaces) that relates to the Software. all of which shall remain under the ownership and property of Razer in accordance with clause 12.1 of this Agreement.

**“Privacy Policy”** means the privacy policy at <https://www.razer.com/legal/customer-privacy-policy> incorporated herein by reference.

**“Product Portal”** means the Razer Product Portal accessible through the AWS Marketplace, the WYVRN Site, or the Razer AI Site from which the Software can be downloaded.

**“Razer AI Site”** means the Razer marketplace at <https://www.razer.ai> where the Software is being offered.

**“Services”** means your applications, software programs and other offerings that may be used or be integrated with the Software or otherwise use the Licensed Materials as approved by us.

**“Software”** means any software program or Software Development Kit (SDK) distributed by Razer through [www.razer.ai](https://www.razer.ai), the WYVRN Site, or the AWS Marketplace and any related source codes, object codes, functional and technical specifications or information relating to such software programs or SDKs, where applicable, distributed by Razer and including any Updates thereto, all of which shall remain under the ownership and property of Razer in accordance with clause 12.1 of this Agreement.

**“Subscription”** means a product subscription for a specific use capacity of the Software and Licensed Materials either sold to Licensee or offered free of charge to Licensee by Razer.

**“Trademark”** means that trademarks, service marks, trade names and logos belonging to and associated with Razer including and not limited to the trademarks shown in Schedule A.

**“Updates”** means bug fixes, updates, upgrades, modifications, enhancements and supplements to the Software, and any new releases or versions thereof.

**“WYVRN Site”** means the subsidiary Razer website that offers information, product documentation, and technical support in relation to the Software at <https://wyvrn.com>.

## **2. Product Portal Account**

1. By creating a RazerID account at the Product Portal, you represent that you are authorized to accept these terms and conditions on your own behalf, or on behalf of the legal entity or organization which you represent, and that you are of legal age to form a binding contract between you and Razer.
2. In order to access the Software and Licensed Materials, you may be required to provide certain information (including but not limited to personal identification or contact details) as part of the registration process, or as part of your continued use of the Software and Licensed Materials. You warrant that the information provided by you for the purposes of this Agreement shall be correct and up to date and that you consent to the collection and use of your personal data for the purposes of this Agreement.

## **3. License and Subscription**

1. Subject to the terms and conditions of this Agreement, Razer hereby grants to you a non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use the Software and Licensed Materials in your computing environment or the computing environment of the company or organization you represent in order to integrate the Software and Licensed Materials into your Services.

2. The Software and Licensed Materials are licensed to and not sold to you. Any use of the Software and Licensed Materials shall be in accordance with this Agreement, as well as reasonable instructions and directions which may be issued from time to time by Razer. If you do not agree with or accept any of our instructions or directions relating to the use of the Software and Licensed Materials, you shall delete all copies of the Software and Licensed Materials in your possession and thereafter exit the developer program.
3. Subject to the license granted above by Razer, Licensee shall have the option of either a free of charge or paid for Subscription. If the Licensee's use of and access to the Software and Licensed Materials is subject to a paid for Subscription (hereinafter, a "Paid Enterprise Subscription"), such usage of the Software shall be further subject to an Enterprise Subscription Addendum as attached to this Agreement.

#### **4. Enhancements and Updates**

1. You understand and accept that Razer may automatically update, pre-load, create new versions or otherwise enhance the Software for various reasons including, without limitation, system security, stability and interoperability. The terms of this Agreement shall apply to all Updates, new versions or other enhancements of the Software.
2. You further agree that you are not entitled to, and we have no obligation to provide you with further updates, new versions of other enhancements to the Software. Any Software provided by Razer shall be at their sole discretion.

#### **5. Attribution**

1. You shall use and display the Trademark in a splash screen on your website and in the credits section of your Services to attribute our ownership and source of the Software and Licensed Materials and to advertise the use of our Software and Licensed Materials within your Services. Any use of the Trademark by you will inure to the sole benefit of Razer. You agree not to engage in any activity that will tarnish, dilute, or affect the validity of the Trademark or cause confusion or diminish the goodwill relating to Razer.
2. You shall display such copyright or other intellectual property rights notices and disclaimers relating to the Software and Licensed Materials in your Services as may be reasonably required by Razer in accordance with the terms of this Agreement and for the purposes of fulfilling your obligations under this Agreement.
3. Failure to comply with the obligations of this section is a material breach of this Agreement and Razer shall be entitled to terminate this Agreement by giving you written notice. Non-compliance with this action shall mean that your use of the Software and Licensed Materials is without our consent and may subject you to liability under intellectual property laws.

#### **6. Terms Regarding User-Developed Material**

1. You shall inform Razer in writing before selling, offering to sell, distributing or otherwise commercializing or monetising the Services, or in any event, no later than one (1) calendar month after the public launch of the Services. The supply and distribution of the Services by you to an unrelated third party, whether or not for any valuable consideration, shall be deemed to be a commercial dealing in the Services. Such Services shall then be subject to the terms in the Enterprise Subscription Addendum to be separately signed between the Licensee and Razer.

2. In respect of your Services, you represent and warrant that: (a) the Services are your own work; (b) the Services do not use, incorporate or infringe the intellectual property right of any third parties and (c) the Services do not contain any viruses, worms, malware, Trojan horses or other harmful or destructive content.
3. By using the Software and/or Licensed Materials, you grant Razer a limited, non-exclusive, royalty-free, worldwide license to copy, reproduce and store your Services or any part thereof for the purpose of creating and maintaining backup or archival copies. Such copies may be used for the design and development of new products and services (including for training and developing AI systems or models subject to Clause 11.6 below), disaster recovery, system integrity, and compliance with applicable laws.
4. All proprietary and intellectual property rights in and to the Services shall remain your exclusive property, or the property of the party from whom you have obtained a license, except that all rights in and to the Software and Licensed Material shall remain the exclusive property of Razer at all times.

## **7. Restrictions**

1. You shall not (and shall not allow others to) directly or indirectly, in whole or in part:
  - (a) copy, duplicate, reproduce, translate, decompile, disassemble, reverse-engineer, modify, make derivative works form or remove any proprietary notices or labels from the Software or Licensed Materials in any way except with our prior written consent;
  - (b) interfere with, modify, disrupt or disable features or functionality of the Software or Licensed Material, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms;
  - (c) use the Software or Licensed Material commercially (including selling, leasing, lending, conveying, distributing, renting, creating derivative works of, sub-licensing, assigning or otherwise transferring or providing access to the Software or Licensed Material to any third party, whether or not profit is derived) except with Razer's prior written consent and subject to the terms of a Enterprise Subscription Addendum; or
  - (d) use the Software or Licensed Material for or in connection with any illegal, unauthorized or other improper purposes.

## **8. Disclaimer of Warranties; Limitation of Liability.**

1. Razer provides the Software "as is" and makes no warranties that the use of the Software will not infringe any Intellectual Property rights (including any other third-party rights) or be fit for any particular purpose. Razer does not make or give any representation, warranty or undertaking regarding the software or its effectiveness, quality, fitness for any purpose, satisfactory quality or that it is free from any defect or error. Razer does not make or give any representation or guarantee that the Software will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Razer disclaims any liability relating thereto. Also, there is no warranty of title, warranty of freedom of interference with enjoyment, warranty of authority in connection with the Software or information available in connection therewith. This section will apply to the maximum extent permitted by applicable law.
2. You further acknowledge and agree that the use and performance of AI models, algorithms, or outputs may vary, contain "hallucinations", and are not guaranteed to be accurate, reliable, or suitable for any specific purpose. Razer does not warrant that the Software or any AI generated output will be free of errors, omissions, bias, or unintended results, nor that it will meet the user's requirements or operate without interruption. You assume all responsibility for evaluating the accuracy, completeness, and appropriateness

of any output generated by the Software and for decisions made based upon such output. Razer expressly disclaims all liability for any loss, damage, or harm arising from or related to the use of AI-generated content, predictions, or recommendations provided by the Software.

3. The provisions in this clause 8 set out Razer's entire liability (including any liability for the acts and omissions of its Affiliates, consultants, employees, agents, contractors and sub-contractors) in respect of any breach of its contractual obligations arising under this Agreement and any representation, statement or tortious act or omission including without limitation, negligence arising under or in connection with this Agreement. Any act or omission on the part of Razer or its Affiliates, consultants, employees, agents, contractors or sub-contractors falling within the above shall for the purposes of this Clause be known as an "**Event of Default**".
4. Notwithstanding anything to the contrary in this Agreement, Razer's maximum aggregate liability for damages, loss, costs or expenses suffered or incurred by the Licensee arising under or in connection with this Agreement in respect of all Events of Default shall be limited to the total amount of any and all payments received by Razer from the Licensee in the most recent full calendar month preceding the Licensee's notice of claim.
5. Notwithstanding anything to the contrary in this Agreement, Razer shall not be liable to the Licensee in respect of any Event of Default for: (i) any loss of profits or goodwill, or any indirect or consequential losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Licensee as a result of any action brought by a third party, even if such losses, costs or expenses are reasonably foreseeable and Razer had been advised of the possibility of the Licensee incurring the same; (ii) any cost of procurement of substitute goods, technology, services or rights; (iii) any interruption of use or loss or corruption or data; or (iv) any matter beyond Razer's reasonable control. Razer shall in no event be liable for any loss of goodwill, work stoppage, computer failure or malfunction, lost profits, loss of information or data, special, incidental, indirect, punitive or consequential or incidental damages, arising in any way out of your use of, or inability to use the Software
6. If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Agreement.
7. The Licensee agrees to give Razer at least 30 days following written notification by the Licensee of an Event of Default, to remedy such Event of Default.
8. Razer shall have no liability to the Licensee in respect of any Event of Default unless the Licensee shall have served notice of the same upon Razer within one year of the circumstances giving rise to the Event of Default taking place.
9. Razer and the Licensee agree that the limitations specified in clause 8 shall survive and apply even if any limited remedy specified in this Agreement is found to have failed its essential purpose. The Licensee is aware that circumstances could arise in which the remedies and limitations on liability set forth herein may appear insufficient to the Licensee. In the light of the overall agreement reached hereunder, the Parties have agreed that the limited remedies and liabilities set out herein are part of a reasonable allocation of the risks and benefits of this Agreement between the Parties taking all relevant factors into consideration (such factors include the fees, costs and the maximum amount payable in respect of those fees and costs by the Licensee and the availability and costs of insurance with respect to the said risks).

**9. Indemnification**

1. The Licensee shall, at its sole cost and expense, indemnify, defend and hold harmless Razer and its Affiliates, and its and their respective officers, directors, shareholders, agents and employees (the **"Indemnified Party"**) from all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements and penalties of every kind (collectively **"Losses"**) suffered or incurred by the Indemnified Party resulting from, arising out of or incurred in connection with either of the following:
  - (a) any breach by the Licensee of any representation, warranty, covenant, agreement or other obligation contained herein; or
  - (b) any unauthorized use of the Software or Licensed Material by you in any manner whatsoever which may infringe any third party right; or
  - (c) any actual or alleged data breach, unauthorized access, or disclosure of data that occurs on your Services; or
  - (d) the negligent or intentionally wrongful acts or omissions of the Licensee, its Affiliates, its employees, agents, contractors, subcontractors or other representatives of the Licensee.
2. The Indemnified Party shall notify the Licensee in writing of any suits, claims or demands covered by these indemnities promptly after becoming aware of such suits, claims or demands. Promptly after receipt of such notice, the Licensee shall assume the defense of such claim with legal counsel reasonably satisfactory to the Indemnified Party. If the Licensee fails, within a reasonable time after receipt of such notice to assume the defense with legal counsel reasonably satisfactory to the Indemnified Party, or if, in the reasonable judgment of the Indemnified Party, a direct or indirect conflict of interest exists between the Parties with respect to the claim, or if in the reasonable judgment of the Indemnified Party the assumption and conduct of the defense by the Licensee would materially and adversely affect the Indemnified Party in any manner or prejudice its ability to conduct a successful defense, then the Indemnified Party shall have the right to undertake the defense. Notwithstanding the above, if the Indemnified Party in its sole discretion so elects, the Indemnified Party may also participate in the defense of such actions by employing legal counsel at its expense, without waiving the Licensee's obligations to indemnify or defend. The Licensee shall not settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the Indemnified Party unless the Licensee procures an unconditional release of all liability by each claimant or plaintiff to the Indemnified Party.

**10. Feedback**

1. Razer shall have a royalty-free, perpetual, fully-paid, irrevocable, transferable, sublicensable, worldwide license to use any suggestions, enhancement requests, recommendations or other feedback ("Feedback") provided by or on behalf of Licensee, and Licensee shall not have any right, title or interest in any enhancements or other modifications to the Software that Razer creates based on any Feedback.

**11. Confidential Information and Use of Data**

1. Your Product Portal credentials are intended to be used by you and identify you and your Services. You agree to keep your credentials confidential and make reasonable efforts to prevent and discourage other entities or individuals from using your credentials. Information provided by you for the purposes of this Agreement are subject to its Privacy Policy.

2. You may be given access to certain Confidential Information which is confidential and proprietary to Razer for the purposes of this Agreement. You may use this Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not disclose any Confidential Information to any third party without Razer's prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care. Should you become aware of any misuse or unauthorized disclosure of Confidential Information, you must disclose in writing such misuse or unauthorized disclosure immediately.
3. Confidential Information does not include information that you independently developed, that was rightfully given to you by a third party without a confidentiality obligation, or that becomes public knowledge through no fault of your own.
4. The confidentiality obligations set forth in this Agreement are in addition to, and shall not be construed to limit, supersede, or waive any obligations of confidentiality or non-disclosure arising from any separate and existing nondisclosure or confidentiality agreements between Razer and the Licensee, which shall each remain in full force and effect notwithstanding this Agreement.
5. Razer collects and uses data provided by you to develop and improve its Software and train AI systems, subject to applicable privacy laws. Razer uses data minimization and anonymization techniques where possible, retains ownership of all resulting AI technologies, and provides opt-out or deletion mechanisms consistent with our Privacy Policy and as required by law.

## **12. Intellectual Property Rights**

1. Unless expressly stated herein, all title, ownership rights and Intellectual Property Rights in and to the Software and Licensed Materials are owned by and remain the property of Razer and/or its licensors and are protected by national and international laws. This Agreement does not give you any rights to the Software or Licensed Materials except to the extent stated in this Agreement and you shall not during or at any time after the termination of this Agreement in any way question or dispute the ownership of Intellectual Property Rights in and to the Software. All rights not granted under this Agreement shall expressly reserved by Razer.

## **13. Amendment**

1. Razer reserves the right to amend the terms of this Agreement at any time with general notice on its website or otherwise. If you do not agree to the amended terms, you must immediately cease using the Software and Licensed Material and delete all instances of the Software and Licensed Materials from your computer.

## **14. Term and Termination**

1. This Agreement shall commence upon your acceptance of the terms of this Agreement and be effective between the Parties until terminated in accordance with the terms of this Agreement.
2. Razer may terminate this Agreement and the associated license granted under this Agreement at any time at its sole discretion. Once terminated, you must delete all instances of the Software or Licensed Materials in your possession.
3. Razer may further terminate this Agreement immediately with written notice without being liable to the Licensee for any loss or damage if the Licensee:
  - (a) becomes insolvent or files for bankruptcy protection;

- (b) ceases to function or conduct its operations in the normal course of business;
  - (c) assigns or transfers, either voluntarily or by operation of law, any or all of its rights and obligations under this Agreement without having obtained Razer's prior written consent;
  - (d) breaches any of its warranties or representations contained in this Agreement;
  - (e) commits a material breach which is incapable of being remedied; or
  - (f) commits a material breach (which is capable of being remedied) and fails to remedy such breach within 14 days of receiving written notice of such breach from Razer.
4. You may terminate this Agreement at any time by providing us with 30 days prior written notice of your intent to delete your account on the Product Portal. You must delete all instances of the Software or Licensed Materials in your possession upon your termination of this Agreement. Termination does not entitle you to any refund of any fees previously paid.
5. Notwithstanding anything to the foregoing, upon termination, Licensee shall immediately surrender to Razer all Confidential Information received by the Licensee under this Agreement. Further, all permissions, including any rights to use the Trademarks pursuant to clause 5 shall be immediately withdrawn and terminated. The Licensee shall immediately remove or withdraw from circulation any and all Trademarks from all media, including website, signage and collaterals.

**15. Third Party Rights**

1. The rights enjoyed by Razer under this Agreement shall apply to the benefit of Razer's Affiliates. Save as set out in this section, no third parties shall have any rights under this Agreement.

**16. Conflicting Third-Party Terms**

1. In the event of any conflict between this Agreement and any third-party terms that relate to your access and use of the Software and Licensed Materials, the terms of this Agreement shall control.

**17. No Assignment**

1. Licensee shall not assign, transfer, delegate, sell, lease, sublicense, or otherwise convey, whether voluntarily, involuntarily, by operation of law, merger, change of control, or otherwise, any of its rights or obligations under this Agreement, including any rights to the Software, to any third party without the prior written approval of Razer. Any purported assignment, transfer, or sublicense in violation of this clause 17 shall be null and void and shall constitute a material breach of this Agreement. Razer may assign or transfer this Agreement, in whole or in part, without restriction.

**18. Illegality and Severability**

1. In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

**19. Entire Agreement**

1. This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and no other terms and conditions shall be included or implied.

**20. Survival**

1. The Parties' obligations under all clauses which by their nature should survive the termination of this Agreement will survive the expiration or termination of this Agreement, remain in effect until fulfilled. For clarity, the provisions of clause 8 and 9 shall survive termination of this Agreement.

**21. Force Majeure**

1. Razer shall not be liable for any delay or failure in performance due to force majeure, which shall include without limitation acts of God, natural disasters, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, health risks, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond Razer's reasonable control.

**22. Notices**

1. In the event of any dispute relating to the Software, Licensed Materials or the terms of this Agreement, you or Razer shall give the other party a notice of dispute listing the complaining party's name and contact information, and summarising the facts and relief requested. You shall send notices of dispute to us at [legal@razer.com](mailto:legal@razer.com) and insert "Razer.ai Licensed Material Dispute" in the subject header of the email. We will send notices of dispute to the email address provided by you upon enrolment in this developer program.

**23. Governing Law and Jurisdiction**

1. Without reference to choice or conflict of law principles and rules otherwise applicable, this Agreement shall be governed by and construed in all respects according to the laws of the Republic of Singapore. THE APPLICATION OF THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.
2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator and the language of arbitration shall be English.

**24. U.S. Government Restricted Rights**

The Licensed Material is provided to the U.S. Government with restricted rights and limited rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth below. Software provided as part of the Licensed Material is a "Commercial Item", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software

and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to these Terms and conditions herein.

**25. Export Compliance**

1. Each party shall comply with the export laws and regulations of Europe and the U.S.A., and other applicable jurisdictions in its provision and, in the case of Licensee, its downloading, installation and use of, the Software. Without limiting the foregoing: (i) each of Razer and Licensee represents that it is not named on any U.S. government list of person or entities prohibited from receiving exports; and (ii) the Licensee shall not permit any person to use the Software in violation of any U.S. export embargo, prohibition, or restriction.

## SCHEDULE A


### Trademark

#### Word Marks

- (a) RAZER
- (b) RAZER AI

#### Stylized marks and/or logos

- (a) R A Z E R

- (b) 

Razer reserves the right to include additional trademarks in the future that are not currently identified in this Schedule A. Any such additional trademarks shall be incorporated into this Agreement through a subsequent update or amendment, which Licensee agrees to be bound by upon continued use of the Software or Licensed Materials.

## **ENTERPRISE SUBSCRIPTION ADDENDUM**

### **1. Paid Enterprise Subscription**

The Paid Enterprise Subscription provides enhanced functionality, support, and license rights as mutually agreed between the parties. Payment terms, license scope, and any additional terms specific to the Paid Enterprise Subscription shall be subject to good-faith negotiations and set forth in a separate written agreement or order form executed by Licensee and Razer.

### **2. License Variations**

Licensee acknowledges that the scope of rights, use limitations, and support services provided under the Paid Enterprise Subscription may differ from those provided under the Agreement. The applicable license terms shall remain in effect for the duration of the Agreement.

### **3. Amendments and Precedence**

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control with respect to payment terms and license variations relating to the Paid Enterprise Subscription and corresponding access to the Software and Licensed Materials.