

## End User License Agreement

This END USER LICENSE AGREEMENT (the "Agreement") is entered into by and between Customer and Jasper AI, Inc. ("Jasper") a Delaware corporation. "Customer" shall refer to any entity that (1) enters into an Order Form with a third party reseller of the Services ("Reseller") that references this Agreement, or (2) any entity that has a contractual relationship with a Reseller and authorization to access the Services and (a) clicks "I Accept" button below or (b) otherwise accesses the Services. The date of the first such Order Form, or the date the Customer clicks "I Accept", or the date the Customer first accesses the Services, as applicable, is referred to herein as the "Effective Date." Customer and Jasper are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions

"Affiliate" of a Party means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, the "control" of an entity means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.

"Authentication Key" means any access key, application key or authentication key necessary for utilizing an Authorized API.

"Authorized API" means the application programming interfaces developed and enabled by Jasper that permit Customer to access certain functionality provided by the Services.

"Beta Services" means the features and/or functionality of the Services that may be made available to Customer to try at its option at no additional charge and which are clearly designated as beta, pilot, limited release, non-production, early access, evaluation, labs or by a similar description.

"Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is either marked or designated as confidential at the time of disclosure to the Receiving Party, or that a reasonable person should consider confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Jasper's Confidential Information shall include the Jasper Property. Notwithstanding the foregoing, Confidential Information shall not include any information that the Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party (excluding patentable subject matter which is not subject to this exclusion); or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

"Customer Property" means (i) the Input, (ii) the Output, and (iii) any content (including text, images, illustrations, charts, tables, and other materials) and any Customer and/or User Personal Data supplied by Customer to Jasper, either directly through the Service or indirectly through the integration with a Third Party Product.

"Documentation" means all documentation and other instructional material made available by Jasper regarding the use of the Services.

"Input" means the information Customer or its Users input via prompts into the Services.

"Jasper Property" means (i) the Services, (ii) the Documentation, and (iii) all content and other materials and software supplied by Jasper in connection with, or used by Jasper in providing, any Services. For the avoidance of doubt, Jasper Property shall not be deemed to include the Output.

"Order Form" means an ordering document for Services between Reseller and Customer, which has been executed by Reseller and Customer or electronically accepted by Customer.

"Output" means the output generated and returned by the Services based on the Input. For the avoidance of doubt, "Services" shall not

be deemed to include the Output.

“Personal Data” means any information relating to an identified or identifiable natural person (“data subject”) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

“Processing/to Process/Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure or destruction.

“Subprocessor” means any third-party data processor engaged by Jasper, including Jasper’s Affiliates, that receive Customer Property from Jasper for Processing on behalf of Customer and in accordance with Customer’s instructions (as communicated by Jasper) and the terms of its written subcontract.

“Services” means the software services and platform provided by Jasper, including (i) the web and other user interfaces, applications, and software provided to Users, (ii) the Authorized APIs and (iii) any modifications, updates, derivative works, optional modules, custom or standard enhancements, updates, and upgrades to or of any of the foregoing.

“Subscription Term” means the subscription period set forth in the applicable Order Form during which Jasper agrees to provide the Services to Customer.

“Third Party Products” means certain third party applications, systems, or services used by Customer, but not supplied by Jasper, that are designed to interoperate with the Services (for example, third-party ticketing and email services from which the Services can import Customer Property).

“Users” means all users that are authorized to access Customer’s account on the Services.

## **2. Services**

(a) *Provision of Services.* Subject to the payment of all applicable fees to the Reseller and for the applicable Subscription Term, Jasper hereby grants to Customer a non-sublicensable, non-transferable, non-exclusive right to access and use the Services in accordance with the terms and conditions of this Agreement and the applicable Order Form.

(b) *Platform Guidelines.* Customer hereby acknowledges that it will at all times comply with, and ensure that all of its Users comply with, the usage policies accessible at [legal.jasper.ai/#usage-policies](https://legal.jasper.ai/#usage-policies) (the “Platform Guidelines”).

## **3. Intellectual Property Ownership**

(a) *Customer Property.* As between Customer and Jasper, Customer retains any and all rights, title, and interest in and to the Customer Property, including any and all intellectual property rights embodied in or related to the Customer Property. Except as expressly set out in this Agreement, no right, title, or license under any Customer Property is granted to Jasper or implied hereby. To the extent that ownership of the Inputs or Outputs does not automatically vest in Customer, Jasper hereby assigns all of its right title and interest in and to the Inputs and Outputs to Customer; provided, however, Customer acknowledges that due to the nature of machine learning, the Output may not be unique and the Services may generate the same or similar output for Jasper or a third party.

(b) *Jasper Property.* As between Jasper and Customer, Jasper retains all right, title, and interest in and to the Jasper Property, including all intellectual property rights embodied in or related to the Jasper Property. Except as expressly set out in this Agreement, no right, title, or license under any Jasper Property is granted to Customer or implied hereby.

(c) *Licenses to Jasper.* Customer hereby grants Jasper a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of this Agreement), and royalty-free license to access and use the Customer Property solely to provide the Services to Customer pursuant to this Agreement. Additionally, Customer grants Jasper a non-exclusive, revocable license to use Customer’s trademarks and logos to identify Customer as a subscriber of the Services; provided that Customer may revoke such consent at any time in its sole discretion.

(d) *Feedback*. By submitting to Jasper any unsolicited suggestions, enhancement requests, comments, or other feedback relating to the Services (“Feedback”), Customer and its Users (as applicable) grant to Jasper a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate such Feedback into the Services in any manner. For the avoidance of doubt, Feedback excludes all Customer Property.

#### **4. Data Usage**

(a) *Non-Training of Models*. Notwithstanding anything else in this Agreement to the contrary, Jasper shall not use, nor permit a third party to use, Customer Property to train artificial intelligence models utilized by the Service.

(b) *System Performance*. Jasper may use data concerning Customer’s or its Users’ use of the Services (“Usage Information”), including but not limited to compiling statistical and performance information related to the operation of the Services. For the avoidance of doubt, Usage Information excludes all Customer Property. The foregoing shall not limit, in any way, Jasper’s confidentiality obligations as set forth in Section 7 of the Agreement. Customer agrees that Jasper may make Usage Information publicly available, provided that such use does not identify Customer or any Users either directly or indirectly. Jasper retains all intellectual property rights in Usage Information.

#### **5. Data Privacy and Security**

(a) *Information Security Requirements*. Jasper will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) secure the Services and Customer Property against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access, and (c) minimize security risks, including through risk assessment and regular testing. As part of this information security program, Jasper shall implement the security measures set forth at [legal.jasper.ai/#security-requirements](https://legal.jasper.ai/#security-requirements).

(b) *Hosting and Processing*. Unless otherwise specifically agreed to in writing by Jasper, Customer Property may be hosted by Jasper or its Affiliates, or their respective authorized third-party service providers, in the United States, the European Economic Area (“EEA”), or the United Kingdom.

(c) *Processing of Personal Data*. The Parties acknowledge that use of the Service does not require Jasper to process Personal Data on behalf of Customer. In other words, Customer acknowledges that it does not need to provide Input that contains Personal Data in order to make effective use of the Services. However, if Customer wishes to submit Personal Data to Jasper for processing on its behalf, it must first execute a Data Processing Addendum (“DPA”) with Jasper, which is accessible at: [legal.jasper.ai/#dpa](https://legal.jasper.ai/#dpa). Upon execution of the DPA by Customer, the DPA shall be fully incorporated by reference in, and become a part of, this Agreement. To the extent that Jasper processes Personal Data in its capacity as a data controller, such processing will be in accordance with Jasper’s Privacy Policy which is accessible at: [legal.jasper.ai/#privacy](https://legal.jasper.ai/#privacy).

(d) *Third Party Service Providers*. Customer acknowledges and agrees that Jasper may use third party service providers who may access Customer Property, to provide, secure and improve the Services. Jasper shall be responsible for the acts and omissions of such service providers to the same extent that Jasper would be responsible if Jasper was performing the services of each service provider directly under the terms of this Agreement. A list of all such service providers can be found here: [legal.jasper.ai/#sub-processors](https://legal.jasper.ai/#sub-processors).

(e) *In-Product Cookies*. Whenever Customers or Users interact with the Services, Jasper uses First Party Cookies to collect information to ensure Customers and Users can securely, quickly and reliably use the Services, and Jasper’s In-Product Cookie Policy, accessible at [legal.jasper.ai/#cookies](https://legal.jasper.ai/#cookies), applies. When Jasper collects this information, it only uses this data to (i) provide the Services, or (ii) in aggregate form, and not in a manner that would identify the Customers or Users personally.

#### **6. Confidentiality**

(a) *Confidentiality*. During the term of this Agreement and for a period of three (3) years thereafter, each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party with Disclosing Party’s consent or to its Affiliates, officers, directors, employees, subcontractors, agents or prospective financing sources or acquirers who need to know such information in connection with this Agreement and who are bound by written agreements requiring the protection of such Confidential Information. This Section 6 shall supersede any non-disclosure

agreement by and between Customer and Jasper entered prior to the Effective Date that would purport to address the confidentiality of Confidential Information and such agreement shall have no further force or effect with respect to either Party's Confidential Information.

(b) *Compelled Disclosure.* If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

(c) *Return of Confidential Information.* At any time upon the request of the Disclosing Party, the Receiving Party will destroy all Confidential Information of the Disclosing Party, including all copies thereof and notes and other materials incorporating such Confidential Information, whether in physical or electronic form; provided, however, (x) Jasper, as Receiving Party, shall not be required to delete any Customer Confidential Information that is licensed to Jasper pursuant to Section 4(c)(ii) so long as it is aggregated and de-identified so that it cannot identify Customer or its Users; and (y) the Receiving Party shall not be required to return or destroy electronic copies that are automatically stored in accordance with Receiving Party's generally applicable backup policies and which are not reasonably accessible by the Receiving Party ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

(d) *Remedies.* If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

## **7. Warranties; Disclaimers**

(a) *Mutual Warranties.* Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.

(b) *Jasper Warranties.* Jasper warrants to Customer that the Services purchased by Customer will, in all material respects, perform in accordance with the applicable portions of the Documentation. As Customer's sole and exclusive remedy for the breach of the warranty set forth in this Section 8(b), Jasper will use commercially reasonable efforts to correct the Services to comply with such warranty without charge. If Jasper is unable to make the Services operate as warranted within thirty (30) days after Customer's written notice, then Customer or Jasper may terminate this Agreement and/or the applicable Order Form, and Jasper will refund any fees actually paid by Customer (excluding any non-recurring fees) to Jasper for the remainder of the then-current Subscription Term.

(c) *Disclaimer.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (1) THE SERVICES ARE PROVIDED "AS-IS"; (2) NEITHER PARTY MAKES ANY ADDITIONAL WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY OF ANY KIND TO THE OTHER PARTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND (3) EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, UNDERTAKINGS AND GUARANTIES, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, JASPER DOES NOT GUARANTEE THERE WILL BE NO LOSS OR CORRUPTION OF CUSTOMER PROPERTY STORED BY JASPER.

(d) *Beta Services.* Jasper may make Beta Services available to Customer at no charge, and Customer may choose to try such Beta Services at its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to Customer. Beta Services will not be provided to Customer or any of its Users unless it expressly opts-in to use such services. Further, Beta Services are provided "as-is" and not considered "Services" under this Agreement for purposes of Section 8 (Warranties; Disclaimer) and Sections 9(a) (Indemnification by Jasper); however, all restrictions on Customer's use of the Services, Jasper's reservation of rights, and Customer's use of any Third Party Products shall apply equally to Customer's use of Beta Services. Jasper may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

## **8. Indemnification**

(a) *Indemnification by Jasper.* Jasper shall indemnify and defend Customer, its employees, directors and officers (the "Customer Indemnified Parties") from and against any and all costs, damages and expenses (collectively, "Losses"), suffered or incurred by any Customer Indemnified Party, as a result of any claim brought by a third party ("Third Party Claim") against a Customer Indemnified

Party alleging that the Services in accordance with the terms and conditions of this Agreement infringes any patent, copyright, trademark or trade secret right of such third party (an "Infringement Claim"). Without limiting the foregoing, in the event that any portion of the Services is likely to, in Jasper's sole opinion, or does become the subject of an Infringement Claim, Jasper may, at its option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item, (iii) modify such item to make it non-infringing and functionally equivalent, or (iv) terminate the Agreement and any outstanding Order Forms and refund to Customer prepaid unused Fees for the infringing items. Jasper shall have no liability for any Infringement Claim to the extent arising from: (1) Customer's use or supply to Jasper of any Customer Property; (2) use of the Services in combination with any software, hardware, network, or system not supplied by Jasper if the alleged infringement relates to such combination; (3) any modification or alteration of the Services (other than by Jasper); or (4) Customer's violation of applicable law or third party rights.

*(b) Indemnification by Customer.* Customer shall indemnify and defend Jasper, its employees, directors and officers (the "Jasper Indemnified Parties") from and against any and all Losses, suffered or incurred by any Jasper Indemnified Party, arising from any Third Party Claim against a Jasper Indemnified Party (i) alleging that any Customer Property infringes, violates or misappropriates any patent, copyright, trademark, publicity, trade secret or other intellectual property, publicity or privacy right of any third party or (ii) arising from Customer's breach of Sections 3, 4, and 5 of the Platform Guidelines.

*(c) Indemnification Conditions.* The Parties' obligations under this Section are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim subject to indemnification under this Section, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party without the prior express written consent of the indemnified party, which shall not be unreasonably withheld. The rights and remedies set forth in this Section are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable Third Party Claim.

## **9. Limitation of Liability**

*(a) Exclusion of Damages.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF USE OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INCONVENIENCE SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PERSON, TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR INCONVENIENCE IS CAUSED BY THE FAILURE OF THE OTHER PARTY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

*(b) Cap on Monetary Liability.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND PAYABLE FROM CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE (THE "BASE CAP"). HOWEVER, A PARTY'S AGGREGATE LIABILITY ARISING FROM ITS BREACH OF SECTION 6 (DATA PRIVACY AND SECURITY) OR THE DPA SHALL NOT EXCEED THREE TIMES (3X) THE BASE CAP. THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

*(c) Exclusions.* THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO A PARTY'S LIABILITY ARISING FROM ITS INDEMNIFICATION OBLIGATIONS IN SECTION 9 OR ITS BREACH OF SECTION 7 (CONFIDENTIALITY).

## **10. Term and Termination**

*(a) Term of Agreement.* This Agreement commences on the Effective Date and shall remain in effect until terminated in accordance with Section 10(c).

*(b) Term of Subscriptions.* Customer's access to the purchased Services shall commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified on such Order Form.

(c) *Termination.* Either Party may terminate this Agreement by providing written notice to the other Party in the event the other Party materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to: (i) cure such breach within thirty (30) days after receipt by the breaching Party of written notice specifying the breach, or (ii) if the breaching Party is incapable of curing such breach within thirty (30) days, provide the other Party with an acceptable plan for curing such breach within ten (10) days after receipt of such notice and thereafter curing such breach in accordance with such plan. In addition, a Party may terminate this Agreement by providing written notice to the other Party if there are no Order Forms in effect for more than thirty (30) days, continuously.

(d) *Effect of Termination.* Expiration or termination of one Order Form shall not affect any other Order Forms. In the event of termination of this Agreement, Customer shall cease all use of the Services.

(e) *Surviving Provisions.* The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 1, 3, 4, 5, 6, 7(d), 8, 9, 10(d), 10(e), 11, and the Platform Guidelines. Termination or expiration of this Agreement shall not affect any obligation accrued or arising prior to such termination or expiration.

## **11. Miscellaneous Provisions**

(a) *Relationship.* This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties, and Jasper will be considered an independent contractor when performing any Services hereunder.

(b) *Entire Understanding.* This Agreement (including the DPA (if applicable) and the Platform Guidelines) constitutes the entire agreement between the Parties as to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of Agreement shall prevail.

(c) *Modification; Waiver.* Except for Jasper's modification or update of the Documentation or the Service, or any policies as necessary to comply with applicable law, rules, regulations, no modification of this Agreement, and no waiver of any breach of this Agreement or right under this Agreement, is legally binding against the other Party unless in writing and signed or electronically accepted by both Parties.

(d) *Governing Law; Venue.* The parties hereto agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by final and binding arbitration in New York, New York (except for an action for interim equitable relief otherwise permitted under this Agreement and/or unless otherwise agreed by the parties), before a sole arbitrator, in accordance with the laws of the State of New York. The arbitration shall be administered by JAMS (or its successor) pursuant to its Comprehensive Arbitration Rules and Procedures; provided, however, if the Parties mutually elect, the arbitration can be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures instead of its Comprehensive Arbitration Rules and Procedures. The arbitrator's decision shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final and binding. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof. The Parties will pay their own costs (including, without limitation, attorneys' fees) and expenses in connection with such arbitration.

(e) *Assignment.* Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party; provided, however, a Party may assign this Agreement in its entirety, together with all rights and obligations hereunder, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

(f) *Notices.* Except for notification methods expressly permitted under the Platform Guidelines, all notices under this Agreement to Customer shall be in writing and shall be delivered to the addresses provided by Customer to Jasper in writing. Notices to Jasper shall be addressed to: Jasper AI, Inc., Attn: Legal Department, 2701 E. Grauwlyer Road, Bldg 1 DPT# EXT#1340, Irving, TX 75061, with a copy to legal@jasper.ai. Either Party may change its address for notice by giving notice of such address change in the manner provided



herein. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

(g) *Anti-Corruption.* Each Party acknowledges and agrees that it has not received or been offered any illegal bribe, kickback, payment, gift, or thing of value from the other Party in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. Either Party will promptly notify the other Party if it offers or receives any such improper payment or transfer in connection with this Agreement.

(h) *Force Majeure.* Except for performance of a payment obligation, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, epidemics, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. In the event any of the foregoing events results in Jasper not being able to provide the Services for a period of more than thirty (30) days, then either Party may terminate the Agreement upon written notice to the other Party.

(i) *Export Control.* The Service and related technical data and services (collectively, "Controlled Technology") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all applicable export and re-export control laws and regulations and will not export or re-export any Controlled Technology in contravention to U.S. law, nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Controlled Technology is generally prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, and any other country subject to relevant trade sanctions.

(j) *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.