

Evaluation Agreement

This Evaluation Agreement (the "Agreement") is between you ("Customer," "you," or "your") and Jasper AI, Inc. ("Jasper," "we," "our," or "us"). This Agreement governs your access to and use of the Services solely for your internal evaluation purposes during the Evaluation Period. This Agreement shall apply only if it is expressly referenced in an Order Form, Master Partner Agreement, or other agreement (an "Ancillary Agreement") entered into between the Parties and is effective as of the effective date of the Ancillary Agreement (the "Effective Date"). Jasper and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

The Parties agree as follows:

1. Definitions

"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, to which Customer owns or has permission to use the Intellectual Property Rights therein.

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

"Evaluation Period" means the time period starting on the Effective Date and ending: (i) on the date specified in the Ancillary Agreement, or (ii) thirty (30) days from the Effective Date, if not otherwise specified.

"Input" means the information Customer or its Users input via prompts into the Services to which Customer owns or has permission to use the Intellectual Property Rights therein. For the avoidance of doubt, Input shall not be deemed to include any Jasper Property.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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

"Output" means the output generated and returned by the Services based on the Input. For the avoidance of doubt, the Output shall not be deemed to include any Jasper Property.

"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.

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

"Users" means all users that are authorized to access Customer's account on the Services.

2. Services

(a) *Provision of Services.* Subject to the terms and conditions of this Agreement and for the Evaluation Period, Jasper hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services solely for your internal evaluation purposes by Users.

(b) *Reservation of Rights.* Jasper reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, Customer or any third party any intellectual property rights or other right, title, or interest in or to the Jasper Property.

(c) *Support.* This Agreement does not entitle you to any support, maintenance, upgrades, or modifications for the Services.

(d) *Platform Guidelines.* Customer hereby acknowledges that it will at all times comply with, and ensure that all of its Users comply with, the platform guidelines accessible at legal.jasper.ai/#usage-policies, which are hereby incorporated by reference (the "Platform Guidelines").

3. No Fees. Jasper and Customer agree that no fees will be payable under this Agreement in exchange for the access granted under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

4. Intellectual Property Ownership

(a) *Jasper Property.* As between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the Jasper Property.

(b) *Customer Property.* As between you and us, you own all right, title, and interest, including all intellectual property rights, in and to Customer Property.

(c) *Customer Property.* You hereby grant to Jasper a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Property and perform all acts with respect to the Customer Property as may be necessary for Jasper to provide the Services to you. You will ensure that Customer Property and any User's use of Customer Property will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Property.

(d) *Feedback.* If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

5. 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.

6. 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 accessible at 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. 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.

(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.

(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, 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.

7. Confidential Information. From time to time during the Evaluation Period, Jasper and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party’s rights under this Agreement, including to make required court filings. Each party’s obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Disclaimer of Warranties. THE JASPER PROPERTY IS PROVIDED “AS IS” AND JASPER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. JASPER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. JASPER MAKES NO WARRANTY OF ANY KIND THAT THE JASPER PROPERTY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification

(a) *Jasper Indemnities.* Jasper shall indemnify, hold harmless, and, at Customer's option, defend Customer from and against any losses, damages, liabilities, or costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") alleging that the Jasper Property infringes or misappropriates such third party's US intellectual property rights ("Infringement Claims") and any Third-Party Claims based on Jasper's negligence or willful misconduct. 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) *Customer Indemnities.* Customer shall indemnify, hold harmless, and, at Jasper's option, defend Jasper from and against any losses, damages, liabilities, or costs (including reasonable attorneys' fees) resulting from any Third-Party Claim alleging that the Customer Property, or any use of the Customer Property in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer or any User's (i) negligence or willful misconduct or (ii) use of the Jasper Property in a manner not authorized by this Agreement.

(c) *Procedure.* In the event a Party (the "Indemnified Party") seeks indemnification or defense from the other Party (the "Indemnifying Party") under this provision, the Indemnified Party shall promptly notify the Indemnifying Party in writing of the claim(s) brought against the Indemnified Party for which the Indemnified Party seeks indemnification or defense. The Indemnified Party reserves the right, at its option and in its sole discretion, to assume full control of the defense of the claim(s) with legal counsel of the Indemnified Party's choice. The Indemnifying Party may not enter into any third-party agreement which would, in any manner whatsoever, affect the Indemnified Party's rights, constitute an admission of fault by the Indemnified Party, or bind the Indemnified Party in any manner, without the Indemnified Party's prior written consent.

10. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THAT PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED \$1,000.

11. Term and Termination. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration of the Evaluation Period. Either party may terminate this Agreement at any time, without cause. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Jasper Property and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of the Jasper Property and certify in writing to the Jasper that the Jasper Property has been deleted or destroyed. This Section 11 and Sections 6, 9(b-c), 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous

(a) *Export Regulation.* The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export

license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.

(b) *Governing Law and Jurisdiction.* This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(c) *Other.* This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address at 2701 E. Grauwylar Road, Bldg 1 DPT# EXT1340, Irving, TX 75061, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.