



ARCTURUS

GENERAL TERMS OF USE

ISSUE DATE: JUNE 5, 2023

These General Terms of Use (“**General Terms**”), along with your Order Form (see Section 1.1 below), any applicable Additional Terms (see section 1.2 below), and our Privacy Policy (see Section 7.1 below) (collectively, the “**Terms**”) govern your use of and access to our website, customer support, maintenance, training and online services (collectively, the “**Services**”) and software that we include as part of the Services (including but not limited to, HoloSuite, HoloEdit, HoloStream and HoloCompute), as well as any applications, including mobile applications, application programming interfaces, software development kits, Sample Files and Content Files (defined below), scripts, instruction sets, and related documentation (collectively, the “**Software**”).

By accepting the Terms during your account registration or subscription process, or by accessing or using our Services or Software, you confirm your acceptance of the Terms and your agreement to be a party to this binding contract with Arcturus Studios US, Inc. (“**Arcturus**”, “**we**”, “**us**”). If you do not agree, you do not have the right to access or use our Services and Software. For the avoidance of doubt, the Terms do not apply to professional services for which you may engage Arcturus for custom software development, integration, implementation or other consulting services that are not part of the Services, which shall be governed by a separate master services agreement.

You agree to the Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, “**You**” or “**you**”). You represent and warrant that you have the right and authority (as well as the capacity – for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself.

1. YOUR AGREEMENT WITH ARCTURUS

1.1 **Engagement.** You engage Arcturus and Arcturus agrees to provide to you the Services and Software specified in your order form (“**Order Form**”) and accordance with the Terms, from the effective date and for the duration specified in your Order Form (“**License Term**”). If you wish to acquire rights to additional Services or Software during the License Term, such Services and/or Software shall be set out in one or more additional Order Forms, which will be incorporated into the Terms.

1.2 **Additional Terms.** Our Services and Software are licensed, not sold, to you, and may also be subject to additional terms that apply to specific Services or Software (“**Additional Terms**”). The Additional Terms are subject to change as described in section 1.4 (Updates to Terms) below.

1.3 **Order of Priority.** If there is any inconsistency or conflict between the documents that comprise the Terms; the Order Form shall be given the priority, followed by the

Additional Terms in relation to that Service or Software, then these General Terms, and lastly the Privacy Policy.

1.4 **Updates to Terms.** We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services and Software will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services and Software.

2. **USE OF SERVICES AND SOFTWARE**

2.1 **License.** Subject to your compliance with the Terms and applicable law, you and your Authorized Users may access and use the Services and Software that we make available, and that you license from us. Your license expires at the end of the License Term unless renewed by you. The version(s) of the Services and Software available at your renewal date may be different from the version(s) available when you first purchased your license(s) from Arcturus. You agree that your decision to use or purchase Software or Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features. "**Authorized Users**" means your employees, consultants, contractors, and agents: (a) who are authorized by you to access and use the Services or Software under the rights granted to you pursuant to the Terms; and (b) for whom access to the Services and Software has been purchased hereunder.

2.2 **Arcturus Intellectual Property.** We (and our licensors) remain the sole owner of all right, title, and interest, including all intellectual property ("**IP**") rights, in the Services and Software. "**IP**" includes copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, trade secrets, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world. Except as stated in the Terms, we do not grant you any IP rights in respect to the items in the Services or Software. We reserve all rights not granted under the Terms.

2.3 **Content.** You are responsible for all text, information, data, applications or material, such as audio files, video files, electronic documents, or images, that you upload, store, create, process, share or otherwise make available in connection with or through your use of the Services and Software ("**Content**"). You retain ownership of, and any applicable IP rights to, such Content.

2.4 **Storage.** We recommend that you back up your Content elsewhere regularly if the Services provide storage and this functionality is enabled by the applicable Services. We may create reasonable technical limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within

the storage space limit associated with your account. At the end of your License Term, we will use commercially reasonable efforts to allow you to transition your Content out of the Services. The transition must be completed within 15 (fifteen) days from the date of the termination or expiration of your license term. At the end of this 15 (fifteen) day transition period, we reserve the right to delete your Content. You should download any Content that you have stored in the Services before your license ends.

- 2.5 **Compatibility.** The Services and Software might not be compatible with hardware, software or services provided by third parties. You are responsible for ensuring your information technology system meets any minimum requirements advised by Arcturus and that your Internet connection is suitable for accessing and using the Services and Software. You acknowledge and accept that the performance of the Services and Software may be affected by these factors and Arcturus will not be liable for any resulting issues.
- 2.6 **User-Generated Content.** We may host user-generated content from our users. If you access our Services, you may come across user-generated content that you find offensive or upsetting. Your sole remedy is to stop viewing the content.
- 2.7 **Service Restrictions.** We will not provide Services related to use of our Software or Services, or any Content, that: (a) is prohibited by any applicable law; (b) is for military training, operational use, or related purposes; (c) involves the virtual recreation of a person that is deceased; or (d) we consider to: unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, hateful or otherwise objectionable; or (e) sexualizes a minor or facilitates inappropriate interactions with minors, our other users, or the public. Nothing in this Section 2.7 is intended to restrict general customer support or remediation of defects not specific to such use or Content.
- 2.8 **Sample Files. "Sample Files"** means Arcturus-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Sample Files cannot be used for any other purpose than for which they were provided. You cannot distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and you cannot claim any rights in the Sample Files.
- 2.9 **Content Files. "Content Files"** means Arcturus assets provided as part of the Services and Software. Unless documentation or specific licenses (including but not limited to Additional Terms) state otherwise, we grant you a personal, non-exclusive, non-sublicensable, and non-transferable license to use the Content Files to create your end use (i.e., the derivative application or product authored by you) into which the Content Files, or derivations thereof, are embedded for your use ("**End Use**"). You may modify the Content Files prior to embedding them in the End Use. You may reproduce and distribute Content Files only in connection with your End Use, however, under no circumstances can you distribute the Content Files on a stand-alone basis, outside of the End Use.

- 2.10 **Free memberships, offers, and trials.** Arcturus may offer free access to Services and Software in its sole discretion (“**Trial Use**”). If access to the Services or Software is provided to you for free or for trial purposes, such access is governed by the Terms. At any time prior to or during the free or trial period, Arcturus may, in its sole discretion, terminate the free or trial access without prior notice and without any liability to you, to the extent permitted under applicable law, for any reason, including to prevent abuse of the free or trial access. After the free or trial access period expires, you may only continue using the Services or Software by enrolling in a paid subscription, if available, or as otherwise permitted by Arcturus. During the free or trial period, no express or implied warranties or conditions shall apply to the Services and Software, all Services and Software are provided “as-is” with all defects, and no technical or other support is included. You must not use any materials you produce under a Trial Use for any commercial purposes.
- 2.11 **Evaluation Version.** Arcturus may also designate the Services or Software as “trial, “evaluation,” “not for resale,” or other similar designation (“**Evaluation Version**”). You may install and use the Evaluation Version only for the period and purposes stated when we provide the Evaluation Version. You must not use any materials you produce with the Evaluation Version for any commercial purposes.
- 2.12 **Third-Party Services and Software.** The Services and Software may include third-party services and software, and you are responsible for complying with all third-party terms that apply. Access to third-party services and software is provided for convenience only, and Arcturus has no responsibility for such third-party services and software.
- 2.13 **Feedback.** You have no obligation to provide us with ideas, suggestions, or proposals related to the improvement of the Services or Software, or bug or crash reports of the Services or Software (“**Feedback**”). If you submit Feedback to us, however, then you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable, and transferable license to use, copy, reproduce, translate and disclose that Feedback for the purpose of using, editing, enhancing, altering, arranging, modifying, developing, distributing, adapting, creating derivative works of, offering, making, selling, distributing, importing or exporting the Services or Software or any portion thereof.

3. YOUR CONTENT

- 3.1 **Prohibited Content.** You must not upload, store, create, process, share or otherwise make available any Content on or through the Services or Software that we consider to: (a) be prohibited by any applicable law; (b) unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another’s privacy, hateful or otherwise objectionable; (c) sexualize a minor or facilitate inappropriate interactions with minors, our other users, or the public.
- 3.2 **Restriction of Content.** We do not review all Content uploaded, stored, created, processed, shared or otherwise made available on or through the Services or

Software, but we may use available technologies, vendors, or processes to screen for any behavior that is illegal, unlawful or prohibited by any applicable law or Content prohibited under Section 3.1. We reserve the right to immediately remove Content or restrict access to Content, Services, and Software if any of your Content is found to be in violation of the Terms.

3.3 **Licenses to Your Content.** When you upload, store, create, process, share or otherwise make available Content on or through the Services or Software, you grant us:

- (a) all required rights and permissions in or relating to your Content for the purposes of operating or improving the Services and Software; and
- (b) the right to retain and use an archival and anonymized copy of your Content and the data related your Content so that we may continue to build and improve machine learning algorithms and artificial intelligence models related to the Services and Software.

3.4 **License Revocation.** You may revoke our license to your Content: (a) under section 3.3(a) and terminate our rights at any time by removing your Content from the Service; or (b) under section 3.3(b) and terminate our rights at any time by notice to us in writing.

3.5 **Ownership of Improvements.** You agree that you have no right, title or interest in and to any improvements made to Services or Software, any algorithms or other machine learning or artificial intelligence models we create resulting from the Content license set out in Section 3.3 (collectively, “**Improvements**”) and that we own all Improvements and may use Improvements as we choose without any restrictions. You acknowledge that some copies of your Content may be retained as part of our routine backups.

3.6 **DMCA.** We respect the IP rights of others, and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (“**DMCA**”). Details on how to make a claim of copyright infringement and submit a takedown request are available at <https://arcturus.studio/notice-and-procedure-making-claims-copyright-infringement/>.

4. YOUR ACCOUNT

4.1 **Account Information.** Your account administrator may use your account information to manage your use and access to the Services and Software. You are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. Please notify Arcturus immediately if you become aware of any unauthorized use of your account.

- 4.2 **Account Restrictions.** You must not: (a) share your account information (except with an authorized account administrator), whether intentionally or unintentionally; (b) enable or allow third parties to use or access the Services or Software using your account information; (c) use another person's account; or (d) create Arcturus accounts for the purpose of violating the Terms or for circumventing account termination or other types of actions taken by Arcturus.
- 4.3 **Audit Rights.** We may, no more than once every twelve (12) months, upon seven (7) days' prior notice to you, appoint our personnel or an independent third-party auditor who is obliged to maintain confidentiality to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify your compliance with the Terms. Additionally, you will provide us with all records and information requested by us within thirty (30) days of our request in order for us to verify that the installation and use of any and all Services and Software is in conformity with your valid licenses. If the verification discloses a shortfall in licenses for the Services or Software, or other non-compliance with the Terms, you must immediately acquire any necessary licenses, subscriptions, and applicable back maintenance and support. If the underpaid fees exceed five percent (5%) of the value of the payable license fees, then you will also pay for our reasonable cost of conducting the verification.

5. USER CONDUCT

- 5.1 **Responsible Use.** You must use the Services and Software responsibly.
- 5.2 **Misuse.** You must not misuse the Services or Software. Unless otherwise permitted in any Additional Terms, you must not:
- (a) use the Services or Software without, or in violation of, a written license or agreement with Arcturus;
 - (b) share, disclose, distribute, transfer, rent, lease, lend, sublicense, sell, exploit or otherwise make available the Services or Software (or any items or rights therein) to any third party;
 - (c) access or attempt to access the Services or Software by any means other than the interface we provide or authorize;
 - (d) circumvent any access or use restrictions, or technological measures, put into place to control access to or prevent certain uses of the Services or Software;
 - (e) use the Services or Software to engage in behavior that violates anyone's IP rights;
 - (f) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;

- (g) disable, impair, destroy, manipulate or disrupt the Services or Software, or attempt to do so;
- (h) remove, minimize, alter, obscure, or modify any watermarks, labels, marks or other legal or proprietary notices on or in the Services or Software;
- (i) upload, store, create, process, share or otherwise make available any Content or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Services or Software;
- (j) manipulate or otherwise display the Services or Software by using framing or similar navigational technology;
- (k) use any data mining or similar data gathering and extraction methods in connection with the Services or Software, including data scraping for machine learning or other purposes;
- (l) disrupt, interfere with, or inhibit any other user from using the Services or Software; or
- (m) use the Services or Software in any way that is illegal, unlawful or prohibited, or for any purpose that is in violation or breach of any applicable law or regulation.

5.3 **No Modifications, Reverse Engineering.** Except as expressly permitted in any Additional Terms, you may not: (a) reproduce, copy, publish, display, edit, enhance, alter, arrange, modify, develop, port, adapt, translate, or create derivative works of, any portion of the Services or Software; or (b) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within any Service or Software, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Service or Software. If the laws of your jurisdiction give you the right to decompile the Services or Software to obtain information necessary to render the licensed portions of the Services or Software interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your de-compilation of the Services or Software to ensure that our and our suppliers' proprietary rights in the Services and Software are protected.

6. UPDATES TO SERVICES AND SOFTWARE AND AVAILABILITY

6.1 **Updates to the Services and Software.** We may modify, update, or discontinue the Services or Software (including any portions or features) at any time, without liability to you or anyone else. However, for changes to paid offerings, we will make reasonable efforts to notify you of the modification, update, or discontinuation. If we

discontinue the Services or Software in its entirety, we will use reasonable commercial efforts to allow you to transition your Content, and we may provide you with a pro rata refund for any unused fees for that Service or Software that you prepaid.

6.2 **Availability.** Webpages describing the Services and Software are accessible worldwide, but this does not mean all Services, Software or features of the Services and Software are available in your country. Access to certain Services or Software (or certain Service features, Sample Files, or Content Files) in certain countries may be blocked by us or foreign governments. It is your responsibility to make sure your use of the Services and Software is legal or available where you use them. The Services and Software are not available in all languages.

6.3 **Trade Sanctions and Export Control Compliance.** You acknowledge and agree that the Services and Software (including any data submitted by you or you Authorized Users in connection with use of the Services or Software and any of your output generated by Services or Software) are subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations, including, without limitation the regulations promulgated by the U.S. Department of Commerce, U.S. Department of State and the U.S. Department of the Treasury (collectively, “**Export Control Laws**”). You represent, warrant and covenant that neither you nor any of your Authorized Users: (a) are a citizen or resident of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); (b) are identified on any of the U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department’s List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce’s Denied Party List, Entity List and Unverified List and the U.S. Department of State’s proliferation-related lists); (c) will, unless otherwise authorized under the Export Control Laws, use the Services or Software in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications; or (d) will use the Services or Software to disclose, transfer, download, export, or re-export, directly or indirectly, any of your output generated by the Software, your Content, third party content, or any other items or material to any country, entity, or party that is ineligible to receive such items under the Export Control Laws or other laws or regulations to which you may be subject. You understand that the requirements and restrictions of the Export Control Laws as applicable to you may vary depending on the Services and Software provided under the Terms and may change over time. You shall be solely responsible for determining the precise controls applicable to the Services and Software, and for complying with the Export Control Laws and monitoring any modifications to them.

7. **PRIVACY AND CONFIDENTIAL INFORMATION**

7.1 **Privacy.** For information about how we collect, use, disclose, or otherwise process information about you and your use of Services and Software, please see our Privacy

Policy contained at <https://arcturus.studio/privacy-policy-statements/>. You agree that you are responsible for obtaining any required consents for any personal information transmitted, disclosed or made available to Arcturus, including through the Services or the Software.

- 7.2 **Our Access to Your Content.** Where permitted by law, we will only access, view, or listen to your Content in limited ways. For example, in order to perform the Services, we may need to access, view, or listen to your Content to: (a) respond to Feedback or support requests; (b) detect, prevent, or otherwise address fraud, security, legal, or technical issues; and (c) enforce the Terms. We may analyze your Content using techniques such as machine learning to improve our Services and Software and the user experience in accordance with the license you grant to Arcturus in Section 3.3.
- 7.3 **Sensitive Personal Information.** You agree not to collect, use, process, or store any Sensitive Personal Information using the Services or Software. You agree not to transmit, disclose, or make available Sensitive Personal Information to Arcturus or Arcturus' third-party providers. **"Sensitive Personal Information"** means an individual's financial information, sexual preferences, medical, or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child data protection laws and any additional types of information included within this term or any similar term (such as "sensitive personal data" or "special categories of personal information") as used in applicable data protection or privacy laws.
- 7.4 **Transfer of Personal Information.** We process and store information in the U.S. and other countries. By using our Services and Software, you authorize Arcturus to transfer your personal information across national borders and to other countries where Arcturus and its partners operate.
- 7.5 **Confidential Information.** From time to time, either Arcturus or you (as the **"Disclosing Party"**) may disclose or make available to the other party (as the **"Receiving Party"**) information about its business affairs, products, IP, third-party confidential information, and other sensitive or proprietary information (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 at the time of disclosure; (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 who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Terms.
- 7.6 **Limited Exceptions to Confidentiality.** Notwithstanding Section 7.5, each party may disclose Confidential Information to the limited extent required: (a) in order to comply with an 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 extent permitted by applicable law) to the other party and made a reasonable effort to obtain a protective

order; or (b) to establish a party's rights under the Terms, including to make required court filings.

- 7.7 **Confidentiality Term.** On the expiration of the License Term or earlier cancellation or termination of the Services or Software, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective from the commencement of the License Term and will expire five (5) years from the date the Confidential Information was first disclosed to the Receiving Party; 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 for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- 7.8 **Aggregated Statistics.** Notwithstanding anything to the contrary in the Terms, Arcturus may monitor your use of the Services and Software and collect and compile Aggregated Statistics. As between Arcturus and you, all right, title, and interest in Aggregated Statistics, and all IP rights therein, belong to and are retained solely by Arcturus. You acknowledge that Arcturus may compile Aggregated Statistics based on your input into the Services or the Software. You agree that Arcturus may: (a) make Aggregated Statistics publicly available in compliance with applicable law; and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law provided that such Aggregated Statistics do not identify your Confidential Information. "**Aggregated Statistics**" means data and information related to your use of the Services and Software that is used by Arcturus in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services and Software.
- 7.9 **Compliance and Billing.** Notwithstanding anything to the contrary in the Terms, Arcturus may monitor your use of the Services and Software to ensure that you are complying with the Terms and for the purpose of gathering data relevant to your account maintenance, billing and invoicing.

8. FEES AND PAYMENT TERMS

- 8.1 **Payment.** You must pay all applicable fees for the Services and Software set forth in your Order Form on the due date set out in the corresponding invoice. In addition to the fees, you must pay any value added tax, goods and services tax, harmonized sales tax or any similar tax applicable to the Services and Software.
- 8.2 **Taxes and Third-Party Fees.** You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, Internet service provider charges, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees) you incur arising out of or related to your Content or your access to or use of the Services or Software. We are not responsible for these fees.

- 8.3 **Payment Method.** You authorize us to set up automatic invoice payments using the approved payment method set out in your Order Form (either electronic funds transfer, credit or debit card). It is your responsibility to ensure that the credit card or financial institution account information that you provide to us remains valid and current. Payments will be processed by a third-party service provider and your information protected in accordance with our Privacy Policy.
- 8.4 **Overdue Payments.** In addition to any rights we may have at law or under the Terms, where payment of any Fee is not received by the due payment date, Arcturus may, without liability to you, disable any or all of your (and your Authorized Users') passwords, account and access to all or part of the Services and Software. Arcturus shall be under no obligation to provide any or all of the Services and Software while the invoice(s) concerned remains unpaid. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.
- 1.1 **Consumable Credits.** In addition to the fees applicable to the Services and Software, you may purchase credits to be used towards cloud processing, content streaming or other pay-as-you-go items offered by us that may be used with the Services and Software ("**Consumable Credits**"). To the extent that you have purchased Consumable Credits, such Consumable Credits are available for your use during the License Term. At the end of the License Term, you have fifteen (15) days to renew your subscription after which time any unused Consumable Credits will expire.

2. YOUR WARRANTY AND INDEMNIFICATION OBLIGATIONS

- 2.1 **Warranty.** By uploading, storing, creating, processing, sharing or making available your Content on or through the Services or Software, you represent, warrant and agree that you have: (a) all necessary licenses and permissions to upload, store, create, process, share or otherwise make available your Content; and (b) the rights necessary to grant the licenses in the Terms.
- 2.2 **Indemnification.** You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your Content, your use (including Authorized Users' use) of the Services or Software including any outputs or other results of such use, or your violation of the Terms. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. You must fully cooperate with us in the defense of any such claim, action, or matter.

3. DISCLAIMERS OF WARRANTIES

- 3.1 **UNLESS STATED IN THE ADDITIONAL TERMS, THE SERVICES AND SOFTWARE ARE PROVIDED "AS-IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED,**

INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO COMMITMENTS ABOUT THE SERVICES OR SOFTWARE. WE FURTHER DISCLAIM ANY WARRANTY THAT: (A) THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (C) THE QUALITY OF THE SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED.

- 3.2 WE SPECIFICALLY DISCLAIM ALL LIABILITY FOR ANY ACTIONS RESULTING FROM YOUR USE OF THE SERVICES OR SOFTWARE. YOU MAY USE AND ACCESS THE SERVICES OR SOFTWARE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OR CORRUPTION OF DATA OR YOUR CONTENT THAT RESULTS FROM THE USE OF AND ACCESS TO THE SERVICE OR SOFTWARE.**

4. LIMITATION OF LIABILITY

- 4.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages: (a) resulting from loss of use, data, reputation, revenue, or profits; (b) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (c) arising out of or in connection with your use of or access to the Services or Software. Nothing in the Terms limits or excludes our liability for gross negligence, intentional misconduct of Arcturus or its employees, death, or personal injury.**
- 4.2 Our total liability in any matter arising out of or related to the Terms is limited to the greater of: (a) U.S. \$100; or (b) the aggregate amount of any fees you paid for access to the Services and Software during the three-month period preceding the event giving rise to the liability.**
- 4.3 The limitations and exclusions in this Section 11 (Limitation of Liability) apply to the maximum extent permitted by law even if: (a) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (b) we knew or should have known about the possibility of damages.**
- 4.4 The Terms set forth the entire liability of Arcturus and its affiliates as well as your exclusive remedy with respect to access and use of the Services and Software.**

5. CANCELLATION AND TERMINATION

- 5.1 **Termination of the Services and Software by You.** You may terminate your subscription by providing written notice to Arcturus if we breach a material provision of the Terms and do not remediate that breach within thirty (30) days of receipt of written notice from you advising of the breach. Termination of your account does not relieve you of any obligation to pay any outstanding fees.
- 5.2 **Suspension and Cancellation By Us.** We may suspend or cancel your account and/or your right to use the Services and Support in whole or in part where we are required to do so by law or where we elect to discontinue the Services or Software. We will make reasonable efforts to notify you in accordance with Section 13.1 at least 30 (thirty) days prior to any suspension or cancellation with instructions on how to retrieve your Content.
- 5.3 **Event of Default.** The following events constitute an event of default under the Terms (“**Event of Default**”):
- (a) you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);
 - (b) you fail to make the timely payment of fees for the Services or Software;
 - (c) you: (i) cease or threaten to cease carrying on business; (ii) become insolvent or are generally unable to pay, or fail to pay, your debts as they become due; (iii) file or have filed against you, a petition for voluntary or involuntary bankruptcy or otherwise become subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) make or seek to make a general assignment for the benefit of your creditors; or (v) apply for or have appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of your property or business;
 - (d) you physically, verbally, digitally, or through other means abuse, threaten, bully, or harass us or our personnel; or
 - (e) you have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have asked you to stop.
- 5.4 **Remedies.** Without prejudice to any other rights that we may have under the Terms or at law, if and when an Event of Default occurs we may take any or all of the following actions without prior notice:
- (a) issue a warning to you;
 - (b) temporarily suspend your account and/or access to our Services and Software;

- (c) remove, on a temporary or permanent basis, any Content uploaded, stored, created, processed, shared or otherwise made available by you on or through our Services or Software;
- (d) permanently terminate your account and/or your access to the Services and Software;
- (e) take legal action or issue legal proceedings against you, including for reimbursement of all costs and expenses incurred on an indemnity basis (including, but not limited to, reasonable administrative and legal costs); or
- (f) disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

5.5 **Remediation.** When we consider that a breach of the Terms has occurred or that your use of the Services or Software: (a) poses a security risk to Arcturus or any third party; (b) could adversely impact our systems, the Services or Software; or (c) could subject Arcturus or its affiliates or any third party to liability, we may take such action as we deem appropriate to correct, remediate, or restore the Services or Software.

5.6 **Executory Contracts.** In the context of any bankruptcy proceeding under Section 12.3(b), you acknowledge and agree that any license of the Services and Software is and shall be treated as an executory contract that may not be assumed and/or assigned without Arcturus's prior written consent, which consent may be withheld in Arcturus's sole and absolute discretion whether pursuant to Section 365(c)(1) of Title 11 of the United States Code or any other applicable law respecting the treatment of executory contracts within bankruptcy.

5.7 **No Limitation.** We expressly disclaim any liability for all actions we may take in response to a breach of the Terms or other Event of Default by you. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

6. MISCELLANEOUS

6.1 **Notice.** Notices in connection with the Terms must be in writing and sent by email, pre-paid postal service, or a delivery service (such as UPS, FedEx or DHL), except that you may not provide notice to Arcturus of an Arcturus breach of the Terms or termination of your subscription under Section 12.1 (each a "**Critical Notice**") by electronic mail. Notices from Arcturus to you will be effective: (a) in the case of notices by email, one (1) day after sending to the email address provided to Arcturus; or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Arcturus. You hereby consent to service of process being effected on you by registered mail sent to the last address known by Arcturus if so permitted by applicable law. Notices from you to Arcturus will be effective: (c) in the case of notices, other than Critical Notices, by email, one (1) day after sending to (and receipt by Arcturus at)

contact@arcturus.studio; or (d) in the case of notices by mail or delivery service, when received by Arcturus at Arcturus Studios Holdings, Inc., 3101 Ocean Park Blvd Ste 100, Santa Monica, CA 90405, Attention: Copyright Agent.

- 6.2 **Survival.** Upon the expiration of the License Term or earlier cancellation or termination of the Services or Software, some or all of the Services and Software may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and dispute resolution provisions stated in the Terms will survive.
- 6.3 **Choice of Law.** The Terms are governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States). The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) the Terms. In addition, you agree that any claim, action or dispute arising under or relating to the Terms will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco. Nothing in the foregoing will prevent Arcturus from bringing an action for infringement of IP rights in any country where such infringement is alleged to occur. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.
- 6.4 **Injunctive Relief.** If your, or your Authorized Users', access to or use of the Services or Software is in violation of the Terms or there is unauthorized access to your account, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 6.5 **Non-Assignment.** You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under the Terms to a third party.
- 6.6 **Severability.** If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect.
- 6.7 **No Waiver.** Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.
- 6.8 **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to Arcturus) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemics, pandemics (including the 2019 novel coronavirus disease (COVID-19)), refusal of license by the government or other governmental agencies, in so far as such an event

prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

- 6.9 **Headings.** Headings used in the Terms are provided for convenience only and will not be used to construe meaning or intent.
- 6.10 **Entire Agreement.** The Terms constitute the entire agreement between you and Arcturus (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.
- 6.11 **English Version.** The English version of the Terms will be the version used when interpreting or construing the Terms.