DEVELOPER SERVICE AGREEMENT

This Developer Service Agreement (the "<u>Agreement</u>") is between **Samsung Electronics Co., Ltd.** ("<u>Samsung</u>") and the individual or entity that uses the Samsung Services (as defined below) ("<u>Developer</u>") (each a "<u>Party</u>" or jointly the "<u>Parties</u>").

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING, INSTALLING OR USING ANY OF THE SAMSUNG SERVICES, YOU (A) IF ACTING AS AN INDIVIDUAL, REPRESENT THAT YOU ARE AT LEAST THE LEGAL AGE OF MAJORITY AND ABLE TO FORM A LEGALLY BINDING CONTRACT, AND CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT OR (B) IF REPRESENTING AN ENTITY, REPRESENT THAT YOU ARE LEGALLY AUTHORIZED TO BIND THE ENTITY AND THAT THE ENTITY CONSENTS TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.

IF YOU OR THE ENTITY DO NOT AGREE TO CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE "ACCEPT" BUTTON OR DOWNLOAD, INSTALL OR USE THE DEVELOPER TOOLS AND/OR SAMSUNG SERVICES.

DEVELOPER AGREES THAT SAMSUNG AND ITS LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN ANY OF THE SAMSUNG SERVICES (AND ANY OTHER SAMSUNG TECHNOLOGY PROVIDED UNDER THIS AGREEMENT) AND ANY DOCUMENTATION, AT ANY TIME WITHOUT NOTICE, AND FURTHER AGREE THAT SAMSUNG MAY REVISE THIS AGREEMENT, INCLUDING ANY OPERATING RULES, POLICIES AND PROCEDURES, INCLUDING THE SAMSUNG PRIVACY POLICY ("<u>SAMSUNG POLICIES</u>") AT ANY TIME WITHOUT NOTICE BY UPDATING THIS POSTING. DEVELOPER'S CONTINUED USE OF THE DEVELOPER TOOLS AND/OR SAMSUNG SERVICES **AFTER SUCH MODIFICATIONS HAVE BEEN MADE CONSTITUTES DEVELOPER'S ACCEPTANCE OF SUCH REVISED AGREEMENT.**

Definitions. Capitalized words used in this Agreement shall have the following meanings.

1.1 "<u>Affiliate</u>" means, with respect to a Party, a Person that Controls or is Controlled by, or is under common Control with, such Party.

1.2 "<u>Applicable Law</u>" means all applicable laws, statutes and regulations, and all applicable orders, judgments, decisions, recommendations, rules, policies or guidelines passed or issued by any regulatory authority or any competent court, to the extent applicable to either of the Parties, as the same may be amended and in effect from time to time during the Term.

1.3 "<u>Authorized Users</u>" means Developer's employees or contractors authorized by Developer, who have binding written agreements with Developer to protect the unauthorized use and disclosure of Samsung's Confidential Information.

1.4 "<u>Bixby Marketplace</u>" means an on-line marketplace provided by Samsung for access, use, download, and purchase, if applicable, of Developer Services from and through Samsung or its authorized distributors by a User.

1.5 "<u>Confidential Information</u>" has the meaning set forth in Section 8.

1.6 "<u>Control</u>" means the possession, direct or indirect, of the power to vote fifty percent (50%) or more of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.

1.7 "<u>Data Compromise</u>" means any potential or actual compromise in the security, confidentiality or integrity of any Personally Identifiable Information or Confidential Information, including loss, misuse, unlawful or unauthorized access, use, acquisition, transmission, alteration, disclosure, deletion or destruction thereof.

1.8 "<u>Derived Metrics</u>" means any data, text, content, or other information derived by Samsung Services from the Developer Services and/or the Developer Content.

1.9 "Developer Content" means any and all content, data, ads, "in-app" services and products, services, and other information or materials (including without limitations, WAP sites, websites, RSS feeds, texts, metadata, images, photos, videos, audios, audiovisuals, ratings and comments) provided to Samsung and/or included in or otherwise made available through the Developer Services.

1.10 "Developer Marks" means the trade names, trademarks, service marks, designs, logos, domain names and other distinctive brand features owned and/or controlled, in whole or in part, by Developer or its Affiliates and made available by Developer for use by Samsung under this Agreement.

1.11 "Developer Service" means the applications and services or "capsule" developed by Developer to enable Users to access Content through the Samsung Service, together with applicable upgrades, enhancements, fixes and versions that Developer may deliver to Users via Samsung Service.

1.12 "Documentation" means any technical specifications, development guidelines, hardware schematics, hardware diagrams, technical layout and other specification or documentation that Samsung may make available or provide to Developer for use in connection with the Samsung Service.

1.13 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of any of the rights referred to in clauses "(i)" through "(v)" above.

1.14 "Person" means a natural person, partnership, limited liability partnership, corporation, limited liability company, trust, unincorporated association, joint venture, or other entity or any federal, state or local government, agency, commission, department, or instrumentality.

1.15 "Personally Identifiable Information" is information in any media that alone, or when used in combination with other information, identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or such natural person's household, including without limitation a person's first and last name, home or other physical address, telephone number, fax number, email address or other online identifier, social security number or other third-party issued identifier (including state identification number, driver's license number, or passport number), biometric data, health information, credit card or other financial information (including bank account information), IP address and cookie information, or any other device-specific number or identifier.

1.16 "Privacy and Security Laws" means all Applicable Laws worldwide (a) relating in any way to the privacy, security, creation, collection, access, recordation, organization, storage, use, alteration, retrieval, disclosure, destruction, retention, or transfer of Personal Information, including, but not limited to, (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"); (ii) the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.); (iii) the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d); (iv) Children's Online Privacy Protection Act (15 U.S.C. 6501–6505) ("COPPA"); and (v) the Payment Card Industry Data Security Standard, as such may be amended, restated, extended or otherwise superseded from time to time; (b) regulating unsolicited email communications; (c) related to security breach notification; (d) imposing minimum security requirements; (e) requiring the secure disposal of records containing certain Personal Information; and (f) concerning the information security of information technology systems.

1.17 "Samsung Device" means any consumer product manufactured by Samsung or distributed under a Samsung Mark in which the Samsung Service is implemented and enabled by Samsung at its sole discretion.

1.18 "Samsung Marks" means the trade names, trademarks, service marks, designs, logos, domain names and other distinctive brand features owned and/or controlled, in whole or in part, by Samsung or its Affiliates.

1.19 "<u>Samsung Service</u>" means technology, software, and services provided by Samsung and its Affiliates, including without limitation, the Bixby developer tools, Documentation, Bixby SDK, Bixby IDE (Integrated Development Environment), Updates, the intelligent personal assistant service(s), which allow a User to access Developer Content and/or Developer Service via a natural language user interface, including but not limited to content recommendation services, widgets, applications and/or other services that may be provided by Samsung for pre-load or download on certain Samsung Devices.

1.20 "<u>Technology</u>" means any inventions (whether or not patentable), ideas, concepts, processes, methods, know-how, designs, information, data, software programs (including source and object codes), application programming interfaces ("<u>APIs</u>"), documentations, specifications, techniques, software development toolkits, products, devices, apparatuses, works of authorship, and other forms of technology.

1.21 "<u>Term</u>" has the meaning set forth in Section 7.

1.22 "<u>Updates</u>" means, in regard to the Samsung Service, bug fixes, enhancements, modifications, new releases, new versions, supplements, updates or, upgrades.

1.23 "<u>User</u>" means any user of a Samsung Device who accesses the Developer Service by means of the Samsung Service pre-loaded on, or downloaded to, such Samsung Device.

2 Bixby Marketplace

2.1 <u>Submission of Developer Services</u>. Developer may submit a Developer Service to Samsung for approval and inclusion in the Bixby Marketplace. Upon submission, the Developer Service and Developer Content must meet all the requirements set forth in this Agreement, the Developer Tools License Agreement and Samsung Policies. Samsung may, at its discretion, choose to make such Developer Service available in the Bixby Marketplace, and as part of such acceptance process, Samsung may require Developer to follow and complete Samsung's internal registration procedures as required by Samsung at its sole discretion, which procedures may include, without limitation, Developer signing up for Samsung web portals and accounts (subject to the terms and conditions applicable thereof), Developer's submission of information regarding itself and the Developer Service, and issuance of identification number with respect to Developer and the Developer Service and, if applicable, debug API keys. In addition, Developer acknowledges and agrees that Samsung may review the Developer Service code, Developer Content, and assets as part of the acceptance process and in connection with the release of subsequent versions of the Developer Service. Anything in this Agreement to the contrary notwithstanding, Developer acknowledges and agrees that Samsung has no obligation, under this Agreement, the Developer Tools License Agreement and Samsung Policies, to distribute or otherwise make available to Users any Developer Services.

2.2 <u>Bixby Marketplace</u>. If Samsung approves a Developer Services for inclusion in the Bixby Marketplace, the Developer Service and Developer Content must thereafter comply with all provisions set forth in this Agreement, the Developer Tools License Agreement and Samsung Policies.

2.3 <u>Support by Developer</u>. During the Term of the Agreement and while the Developer Service is available for distribution, whichever is longer, Developer agrees to submit any bug fixes, patches, and other updates to the Developer Service, together with any related documentation, as soon as they are available. In the event that Samsung accepts a Developer Service for distribution in the Bixby Marketplace, Developer shall provide technical and product support as requested by Users or as otherwise described in this Agreement, the Developer Tools License Agreement and Samsung Policies.

3 Grant of License

3.1 <u>Access to the Samsung Service</u>. In connection with Developer's participation in the Bixby Marketplace, Samsung and its <u>Affiliates</u> will, at its discretion, permit Developer to access and use the Samsung Services pursuant to terms and conditions as enumerated in this agreement, including compliance with certain policies and guidelines. Developer shall access and use the Samsung Service solely as permitted by Samsung and its <u>Affiliates</u>, including, without limitation, as directed by Samsung in the Documentation, and solely for purposes of marketing, distribution

and sale of the Developer Services under this Agreement.

3.2 <u>Contractors</u>. Developer may permit contractors to access and use the Samsung Services, to the extent permitted in the Agreement, solely to market, distribute and sell the Developer Services on behalf of Developer, provided, however, (a) such Contractor shall be an Authorized User; (b) Developer is responsible for each contractor's actions and inactions, including, without limitation, each contractor's compliance with this Agreement; and (c) any actions or inactions undertaken by such contractor related to the activities under this Agreement are deemed to have been taken by Developer, and Developer (in addition to such contractors) are responsible to Samsung for all such actions or inactions.

3.3 <u>Restrictions</u>. Except as expressly permitted under Sections 3.1 and 3.2, as a condition to the access permitted to the Samsung Service under the Agreement, Developer shall not, directly or indirectly:

(a) use or access the Samsung Service for any illegal or unlawful purposes;

(b) incorporate any Samsung Service into any Developer Services;

(c) rent, lease, redistribute, sub-license, sell, transfer, timeshare, market or otherwise make any Samsung Service available to any third party for any purpose or by any means, including, without limitation, by interactive cable, remote processing services, service bureau or otherwise;

(d) modify, reverse engineer, decompile, disassemble or derive source code from any Samsung Service or Documentation, or circumvent or disable any copy protection or security controls in the Samsung Service or Documentation;

(e) combine the Samsung Service or Documentation with any other software or materials, such as open source software, that would require Developer or Samsung to license, distribute or otherwise disclose or make available to third parties any portion of the Samsung Service or Documentation;

(f) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other proprietary rights notices on and in the Samsung Service or Documentation; or

(g) incorporate any Third Party Software, or any derivatives of or modifications to Third Party Software, into the Samsung Service or Documentation; or

(h) commit any act intended to interfere with the Samsung Service, the intent of this Agreement, or Samsung's business practices including, but not limited to, choosing a name for any Developer Services that is substantially similar to the name of a third party application in order to create consumer confusion, or squatting on application names to prevent legitimate third party use.

3.4 <u>Developer License</u>. Developer hereby grants to Samsung and its Affiliates a non-exclusive, irrevocable, royalty-free, sublicensable and transferable worldwide license during the Term to:

(a) sell, distribute and otherwise make available the Developer Service to end users in connection with the Bixby Marketplace;

(b) use, evaluate and test the Developer Service and the Developer Content;

(c) reproduce, copy and store the Developer Service and the Developer Content in any form, including, without limitation, digital form on any number of computer devices for the purpose consistent with this Agreement, including of promoting, selling and distributing the Developer Service and the Developer Content through the Bixby Marketplace;

(d) modify, revise and create derivative works based on the Developer Service and the Developer Content to promote, sell and distribute the Developer Service and the Developer Content, evaluate and enforce Samsung's privacy policies and agreements, and collect and share aggregated information with Developer and others regarding the Bixby Marketplace and the Samsung Service;

(e) add metadata to the Developer Service and the Developer Content to improve Samsung Service;

(f)   use, evaluate, and test the Developer Service and the Developer Content to create and develop the Derived Metrics during the Term, and any time thereafter, solely to improve Samsung's products and services, including the Samsung Service. Notwithstanding anything to the contrary herein, Developer hereby acknowledges and agrees that Samsung shall have a right to use the Derived Metrics at its own discretion and may integrate the Derived Metrics with the Samsung Service and/or Bixby Marketplace;

(g)   retain, after the Term, one or more electronic copies of the Developer Service and the Developer Content for purposes consistent with the Agreement;

(h)   allow Users who received the Developer Service and the Developer Content to download, receive and access unlimited copies of the Developer Service and the Developer Content;

(i)   use, reproduce, distribute, reformat, modify, create excerpts from, promote, advertise, transmit, publicly display and perform in all formats the Developer Service, the Developer Content and the Developer Mark for promotional purposes in connection with the Bixby Marketplace and Developer's use of the Samsung Service; and

(j)   any additional rights relating to the Developer Service and the Developer Content that are reasonably necessary to effect the intent and purpose of the Agreement.

3.5   Geographic Restriction. Developer acknowledges and agrees that Samsung may not be able to market, sell and distribute the Developer Service and the Developer Content in all the countries where Developer want the Developer Service and the Developer Content to be distributed due to restrictions unique to the specific countries.

3.6   Availability; Withdrawal. Samsung, at its discretion, will determine the availability of the Developer Service through the Bixby Marketplace. Samsung may stop any transaction, or take other actions as needed to restrict access to or availability of the Developer Service, the Developer Content or any portion thereof that does not comply with this Agreement, the Developer Tools License Agreement, or Samsung Policies or that otherwise might adversely affect Users. Such withdrawal of Developer Service, the Developer Content or any portion thereof does not release the Developer from its obligations set forth in this Agreement, the Developer Tools License Agreement and Samsung Policies. Subject to the terms of this Agreement, Developer may withdraw the Developer Service, the Developer Content or any portion thereof from distribution through the Bixby Marketplace as of a specified date by providing Samsung notice in accordance with this Agreement. Samsung will use commercially reasonable efforts to stop distributing the Developer Service within ninety (90) days after receipt such notice.

3.7   Developer's User Agreement. Developer must provide an end user license agreement in connection with its Developer Services ("Developer End User Agreement"), provided, however, the Developer End User Agreement must comply and be consistent with all requirements of this Agreement, the Developer Tools License Agreement and all Samsung Policies, and Developer acknowledges and agrees that neither Samsung nor its Affiliates is a party to any Developer End User Agreement nor does Samsung or its Affiliates have any obligations or liability under, or in any way in connection with, any Developer End User Agreement.

3.8   Feedback; Notification.

(a)   In order for Samsung to improve the Bixby Marketplace and the Samsung Service, Samsung may from time to time request Developer to provide feedback regarding the use of the Bixby Marketplace and the Samsung Service and Developer shall use its commercially reasonable efforts to promptly respond to such request ("Samsung Feedback"). Developer shall inform Samsung of present and probable malfunctions, defects or security problems the Bixby Marketplace, the Samsung Service and/or Samsung Devices and shall provide reasonable cooperation at Samsung's request to further diagnose all such problems. Developer agrees that Samsung Feedback hereunder shall belong solely to Samsung, and Developer shall not have any right or license to the Samsung Feedback and the results and shall not file, nor cause to be filed, in any countries, without Samsung's prior written approval, any application for patent, or other Intellectual Property Rights covering or otherwise related to any Samsung Feedback.

(b)   Developer shall promptly notify Samsung of: (i) any vulnerability or security issues within a

Developer Service and/or Developer Content; (ii) any discontinuation or suspension of service or support with respect to a Developer Service and/or Developer Content; or (iii) other events requiring Samsung to suspend the access to a Developer Service through Samsung Service and/or Bixby Marketplace ("Developer Feedback"). Developer hereby grants to Samsung and its Affiliates and their respective subcontractors and authorized distributors, without charge, a perpetual, irrevocable, royalty free, paid up, right and license (with the right to sublicense through one or more tiers of sublicensing) to use, copy, modify and create derivative works of Developer Feedback for any purpose.

3.9 Updates; Test Version; Announcements.

(a) Samsung may, at any time without notice, make any Updates to the Bixby Marketplace or the Samsung Service. If Samsung makes available any Updates, such Updates will be governed by this Agreement (unless a separate license is provided with the Update, in which case the terms of that license will govern the Update). Developer acknowledges that Samsung has no obligation, whether express or implied, to announce or make available any Updates, or to provide any maintenance, technical or other supports in regards to the Bixby Marketplace or the Samsung Service. Where an Update is made available, such Update may have APIs, features, services and/or functionality that are different from those found in the current versions of the Bixby Marketplace or the Samsung Service. Developer shall implement an update to its Developer Services within thirty (30) days of the date such Update is made available and, if required by Samsung, shall pass Samsung's internal test and take other procedures in accordance with Section 4, failure of which may result in improper function of Developer Services due to incompatibility with an Updates to the Bixby Marketplace and/or the Samsung Service. Developer is required to periodically check availability of any new Updates on the relevant Samsung web portals for proper function of Developer Services.

(b) Samsung reserves the right, in its sole discretion, to change, improve and correct the Bixby Marketplace or the Samsung Service. The Bixby Marketplace or the Samsung Service may not be available during maintenance breaks and other times. Samsung may also decide to discontinue the Bixby Marketplace or the Samsung Service or any part thereof in its sole discretion. In such case, you will be provided with prior notification.

(c) From time to time during the Term, Samsung may provide Developer with test versions of the Samsung Service.

(d) From time to time, Samsung may provide Developer with announcements or newsletters related to the Bixby Marketplace, Samsung Service or any other area of Samsung's developer program, including, without limitation, information regarding Updates and new products (the "Announcements").

4 Developer Services and Developer Content Requirements

4.1 Developer Services. Developer represents, warrants, covenants and agrees that Developer Services (i) will comply with all Applicable Laws; (ii) will satisfy all conditions and requirements as set out in this Agreement (including any Documentation); (iii) will not infringe upon or misappropriate any third party Intellectual Property Rights or other proprietary right of a third party; (iv) will not be used for nuclear energy equipment, air traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the Developer Service to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses; (v) will not disable, hack or otherwise interfere with any authentication, content protection, digital signing, digital rights management, security or verification mechanisms implemented in the Samsung Service, the Bixby Marketplace or Samsung Devices; and (vi) will not contain any viruses, Trojan horses, malware, spyware, adware or other disruptive software, or any software code which is designed to disrupt, damage, or perform unauthorized actions on a computer

system, or which transmits data from Samsung webservers or other computer systems of Samsung or any third party.

4.2 <u>Developer's Content</u>. Developer is responsible for all of its Developer Content, including, without limitation the accuracy and storage of the Developer Content. Developer will provide Samsung with any Developer Content requested by Samsung. Developer represents, warrants, covenants and agrees that (i) the Developer Content does not infringe upon or misappropriate any third party Intellectual Property Rights or other proprietary right of a third party; (ii) Developer either owns the Developer Content or possess all rights and/or licenses to the Developer Content as contemplated by in connection with the Developer Services and the Bixby Marketplace; (iii) the Developer Content will not contain any violent, sexual, or other objectionable material, including, without limitation, any material intolerant, offensive or otherwise offensive material regarding race, sex, religion, nationality, disability, sexual orientation, or age, or any material that is illegal or that may give rise to civil liability on the part of Samsung of any sort; and (iv) no Developer Content will disable, hack or otherwise interfere with any authentication, content protection, digital signing, digital rights management, security or verification mechanisms implemented in the Samsung Service, the Bixby Marketplace or Samsung Devices; and (v) no Developer Content will contain any viruses, Trojan horses, malware, spyware, adware or other disruptive software, or any software code which is designed to disrupt, damage, or perform unauthorized actions on a computer system, or which transmits data from Samsung webservers or other computer systems of Samsung or any third party.

5 Intellectual Property Rights

5.1 <u>Ownership; Intellectual Property Rights</u>

(a) As between Samsung and Developer, Developer acknowledges and agrees that Samsung (or its Affiliates) owns all Technology (including, without limitation, all Bixby Marketplace, Documentation, Samsung Service, and Derived Metrics) provided by Samsung (or its Affiliates) under this Agreement and all Samsung Feedback and retains all Intellectual Property Rights to such Technology and Samsung Feedback. As between Samsung and Developer, Samsung acknowledges and agrees that Developer owns all Technology provided by Developer under this Agreement and retains all Intellectual Property Rights thereto, including the Developer Services, Developer Content, and Developer Marks.

(b) Except as expressly set forth in this Agreement, no licenses are granted by either Party to the other with respect to such Party's Technology (and, for Samsung, its Samsung Feedback) and all rights not expressly licensed hereunder are expressly reserved. Nothing in this Agreement restricts, or should be deemed to restrict, either Party's right to exercise any rights or licenses received from any third parties or to grant other similar rights or licenses to any third parties. Each Party acknowledges that its use of the other Party's Technology (and, for Samsung, its Samsung Feedback) will not create any right, title or interest in or to such Technology (or, for Samsung, its Samsung Feedback). In the event that a Party is determined to have acquired any right, title or interest in or to the other Party's Technology (or, for Samsung, its Samsung Feedback), each Party hereby agrees to assign, and hereby assigns, to the other Party all such acquired right, title and interest in or to the other Party's Technology (and, for Samsung, its Samsung Feedback) and all Intellectual Property Rights thereto.

5.2 <u>Developer Marks</u>. During the Term, and subject to the terms and conditions of this Agreement, Developer hereby grants to Samsung and its Affiliates a non-exclusive, limited, paid-up, royalty-free, non-transferable, non-sublicensable, non-assignable right and license to use Developer Marks solely to advertise, market, promote and sell, as applicable, the Developer Services in the Bixby Marketplace through the Samsung Service in any and all media (whether now known or hereafter developed). Any and all goodwill associated with Developer Marks that arise in connection with the use hereunder will inure to Developer's sole benefit. Unless Developer has agreed otherwise in writing with Samsung, Developer has no right or license to use any Samsung Marks under this Agreement.

6 Marketing

6.1 <u>Public Announcements.</u> Other than as set forth in Section 3.4, this Section 6.1 and except for an announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of either Party, all media releases, public announcements or public disclosures by either Party or its employees or agents relating to this Agreement or its subject matter, or including the name, trade name, trademark, or symbol of the other Party, shall be carried out in accordance with Samsung's polices and guidelines communicated by Samsung to Developer from time to time. Notwithstanding the foregoing, in addition to the licenses grant in Section 3.4, Samsung and its Affiliates will be entitled to include Developer's name and/or logo in Announcements and in customer lists within Samsung presentations without prior written consent.

6.2 <u>Marketing.</u> Unless otherwise expressly set forth in this Agreement, to the extent the Parties agree to jointly promote and market Samsung Service, Bixby Marketplace and/or Developer Service, the terms and conditions of such promotion and marketing will be mutually agreed upon by the Parties in a separate agreement.

6.3 <u>Embedded Marketing Messages</u>. Developer acknowledges and agrees that it may not include any advertising, including, without limitation, third party advertising, presented to a User through the Developer Service and/or Developer Content without the prior written approval of Samsung and Developer must ensure that all such third party advertising complies with all requirements of this Agreement, including, without limitations, (i) privacy-related requirements; (ii) the Samsung Policies at the time such advertising is accessed by a User; and (iii) being free of "spyware," "malware" or harmful code or cause injury to any person or damage to any property.

7 Fees; Service Price; Taxes

7.1 <u>Prices.</u> Developer shall have a right to freely set the prices, including the subscription-based arrangements for the Developer Services to the extent supported by the Samsung Service and according to any guidelines defined in the Documentation, which may be updated from time to time. Samsung may introduce new features to the Bixby Marketplace that enable partners to generate revenue through methods including, but not limited to, the sale of capsules, the sale of goods (digital or otherwise), service subscriptions, the placement of advertisements within capsules and more. At the time these features are introduced, Samsung may introduce to this Agreement new definitions of types of capsules including any associated fees and additional requirements for compliance on the Bixby Marketplace.

7.2 <u>Taxes and other payments.</u> Each Party is responsible for complying with the collection, payment, and reporting of all taxes imposed by any governmental authority applicable to its activities in connection with this Agreement. None of the Parties is responsible for taxes that may be imposed on the other Parties. Notwithstanding any provision to the contrary herein, in such cases, Samsung may upon its discretion withhold the amount of taxes or other withholdings due from payments to be made to Developer under this Agreement and remit such taxes or other withholdings withheld to the appropriate governmental authority. If Developer is exempt from tax or is eligible for a reduced rate of withholding tax pursuant to an income tax treaty, Developer is responsible for completing and providing documentation to Samsung. Notwithstanding anything to the contrary herein, Developer shall be solely responsible for any value added taxes collections, payments and related registrations arising in any way out of or relating to this Agreement.

8 Term and Termination

8.1 <u>Term and Termination of Agreement</u>.

(a) The "<u>Initial Term</u>" of this Agreement will commence on the on the Effective Date and will remain in effect for one (1) year, unless terminated earlier by either Party in accordance with this Agreement. Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a "<u>Renewal Term</u>") unless either Party provides prior written notice to the other of its intention not to renew, not later than sixty (60) days prior to the end of then-current Term. The Initial Term, together with any renewal Term(s),

will be referred to as the "Term."

(b) Either Party will have the right to terminate this Agreement upon written notice to the other Party if such other Party: (i) is in material breach of its obligations under this Agreement and has not cured such breach within ten (10) business days of written notice thereof; (ii) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, files a petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; or (iii) violates Applicable Laws.

(c) Either party may terminate this Agreement for convenience, for any reason or no reason, effective ninety (90) calendar days after providing the other party with written notice of its intent to terminate.

8.2 <u>Suspension</u>. Even without notice to Developer, Samsung may suspend or terminate Developer's use of the Samsung Service if required by Applicable Laws or if Samsung determines in its sole discretion that: (i) Developer Service(s) has a vulnerability or security issue or is not in compliance with this Agreement or the Documentation; (ii) Developer has failed to implement Updates or upgrades necessary to safeguard Users as reasonably notified by Samsung; (iii) in the event of a Data Compromise; (iv) if Samsung has reason to believe that Developer has breached this Agreement; or (v) for any other reason that would provide Samsung a right of termination under this Agreement.

8.3 <u>Effect of Termination</u>. Effective upon termination, unless otherwise expressly set forth in this Agreement, each Party will immediately cease representing to the public any affiliation between it and the other Party in connection with the subject matter of this Agreement; and each Party will return to the other Party or destroy (at the other Party's request) all Confidential Information and Technology of such other Party except that recipient may retain a copy of such Confidential Information solely for archival purpose. All licenses and rights of access granted by one Party to the other will immediately cease.

9   Confidential Information

9.1 Developer (a) shall safeguard all information and materials disclosed or otherwise made available by, or on behalf of Samsung, to Developer that is identified as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential or proprietary to Samsung ("<u>Confidential Information</u>") by reasonable means using at least the same degree of care as Developer accords to its own confidential information of like importance, but in no case less than reasonable care; (b) shall not use any Confidential Information for any purpose except its performance of this Agreement; (c) may disclose Confidential Information to its Authorized Users, but only (i) as necessary to facilitate Developer's performance of this Agreement and (ii) under enforceable obligations to protect such Confidential Information pursuant to terms and conditions no less protective of disclosure than those contained in this Agreement; and (d) shall not reproduce or copy Confidential Information except to the extent permitted under this Agreement and then only to the extent necessary to further the purposes of this Agreement. Developer shall not disclose any Confidential Information to any third party without Samsung's prior written consent, except as otherwise provided or authorized in this Section. Without limiting the foregoing, Developer acknowledges and agrees that the Samsung Service and Documentation are included as Samsung's Confidential Information.

9.2 Developer may disclose Confidential Information as required by Applicable Law or legal process and such disclosure shall not be considered to be a breach of this Agreement, as long as Developer gives Samsung advance written notice of the disclosures to the extent permitted by Applicable Law and, as soon as practicable, at Samsung's option, either (a) permits Samsung to seek measures to maintain the confidentiality of its Confidential Information or (b) limits disclosure to information required to be disclosed and takes reasonable measures to protect the confidentiality of the Confidential Information to be disclosed.

9.3 If requested by Samsung, within thirty (30) days after the expiration or any termination (and any subsequent wind down) of this Agreement, Developer shall (i) return or destroy, as Samsung may direct, and in the manner reasonably directed by Samsung, all material in any medium that contains, refers to, or relates to Samsung's Confidential Information and (ii) retain no copies

except, to the extent necessary, one (1) copy solely for compliance with record retention requirements under Applicable Law. Developer will not be obligated to erase Samsung's Confidential Information that is contained in an archived computer system backup made in accordance with Developer's security and/or disaster recovery procedures, as long as such archived copy (A) will eventually be erased or destroyed in the ordinary course of Developer's data processing procedures and (B) will remain fully subject to the obligations of confidentiality stated herein.

9.4   The obligations in this Agreement regarding Confidential Information shall not apply to, and Confidential Information shall not include, information which Developer can demonstrate by documentary evidence (a) was rightfully in Developer's possession prior to receipt from Samsung without restriction on use or disclosure; (b) was independently developed by Developer without reference to Samsung's Confidential Information; (c) is or becomes publicly available, or is within the public domain, in each case through no action or default of Developer or any person to whom it was disclosed by Developer; or (d) is disclosed to Developer by a third party without violation of restrictions, to Developer's knowledge, on its disclosure or use.

10   Use of Personally Identifiable Information and Data Compromise

10.1   <u>Compliance with Applicable Laws</u>. Developer represents, warrants, covenants and agrees that Developer will, in connection with the Developer Services, collect, create, record, organize, store, use, alter, retrieve, disclose, destroy, retain, transfer and otherwise access (collectively "<u>Use</u>" or "<u>Uses</u>") Personally Identifiable Information in strict compliance with all Privacy and Security Laws and all related Samsung Policies. Without limiting the generality of the foregoing, Developer represents, warrants, covenants and agrees that (a) no Developer Service will Use any Personally Identifiable Information of a User without Developer obtaining prior informed consent from the User (if required) and providing appropriate notice and/or disclosure; (b) Developer will Use the Personally Identifiable Information solely for the purposes for which consent was provided (if consent was required) and/or solely for the purposes of providing the Developer Service, and in compliance with Developer's privacy policies, notices and disclosures regarding such Use; (c) Developer will provide clear, complete, concise and conspicuous information regarding the Uses (including without limitation providing appropriate privacy notices), including the Uses by Samsung, of the Personally Identifiable Information in connection with the Developer Services and Bixby Marketplace; and (d) Developer will duly assist and cooperate with Samsung to allow Samsung to comply with its obligations under applicable Privacy and Security Laws.

10.2   <u>Data Compromise</u>. In accordance with applicable Privacy and Security Laws, Developer shall implement appropriate technical, administrative, and physical safeguards to protect Personally Identifiable Information. Developer will notify Samsung of any Data Compromise as soon as possible, but in any event, within one (1) business day. In the event of such a Data Compromise, Developer will: (i) promptly provide Samsung with a detailed description of the incident, the data accessed and the Users affected, a report of any investigation of the Data Compromise and such other information as Samsung reasonably may request; (ii) take prompt actions to remedy any vulnerability or deficiency related to the Data Compromise; and (iii) fully cooperate with Samsung investigating such Data Compromise. Developer agrees that it will not inform, or permit any Affiliate, agent or subcontractor to inform, any third party of a Data Compromise without Samsung's prior written consent; provided, however, if disclosure is compelled by Applicable Laws, Developer will use commercially reasonable efforts to obtain Samsung's approval regarding the content of such disclosure to minimize any adverse impact to Samsung.

10.3   <u>Changes in Law</u>. Upon Samsung's request, the Parties will execute an addendum in response to new or amended applicable Privacy and Security Laws to further address the Parties' rights and responsibilities with respect to Personally Identifiable Information.

10.4   For Developers providing Developer Services to Users in Korea and/or where the Privacy and Security Laws of the Republic of Korea apply such Developers shall specify the location of the

server(s) where Personally Identifiable Information that Samsung transfers, shares or otherwise makes available to Developer is Used, including without limitation the country where such server(s) is located, and further in the event the Developer Services Uses location information, by agreeing to this Agreement, Developer is agreeing and consenting to Samsung's terms and conditions for using location information, found here: (https://static.bada.com/contents/legal/kor/kor/locationinfortnc.html), and prior to Samsung transferring, sharing or otherwise making available such location information Developer shall upload Developer's terms and conditions for using location information that a User shall agree to prior to using the applicable Developer Service.

11   Disclaimer of Warranty.

SAMSUNG EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, SAMSUNG DOES NOT REPRESENT OR WARRANT, AND DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT ANY PORTION OF THE SAMSUNG SERVICE, BIXBY MARKETPLACE, DOCUMENTATION AND ANY OTHER SAMSUNG TECHNOLOGY THAT MAY BE PROVIDED BY SAMSUNG UNDER THIS AGREEMENT, IS FREE OF INACCURACIES, ERRORS, BUGS OR INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. THE SAMSUNG SERVICE, BIXBY MARKETPLACE, DOCUMENTATION AND ANY OTHER SAMSUNG TECHNOLOGY THAT MAY BE PROVIDED BY SAMSUNG UNDER THIS AGREEMENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OF ANY KIND FROM SAMSUNG. DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ALL COSTS, EXPENSES, LOSSES AND LIABILITIES INCURRED, AND ACTIVITIES UNDERTAKEN BY IT, RELATED TO THE DEVELOPER SERVICES AND DEVELOPER CONTENT, INCLUDING BUT NOT LIMITED TO, THE COLLECTION OF FEES FROM USERS. IN ADDITION TO SECTION 12, DEVELOPER'S UNDERSTANDING, ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS SECTION IS THE LEGAL BASIS AND CONSIDERATION FOR THE LICENSES AND ACCESS GRANTED UNDER THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF ANY SAMSUNG SERVICE, BIXBY MARKETPLACE, DOCUMENTATION OR ANY OTHER SAMSUNG TECHNOLOGY THAT MAY BE PROVIDED BY SAMSUNG UNDER THIS AGREEMENT IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT UNDER THIS DISCLAIMER.

12   Limitation of Liability.

SUBJECT TO TERMS AND CONDITIONS OF THIS AGREEMENT AND TO THE FULLEST EXTENT ALLOWED AND PERMITTED BY APPLICABLE LAWS AND REGULATIONS, SAMSUNG SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO DEVELOPER OR ANY THIRD PARTY THROUGH DEVELOPER FOR PERSONAL INJURY OR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR DEVELOPER'S USE OF ANY SAMSUNG SERVICE, BIXBY MARKETPLACE, DOCUMENTATION OR ANY OTHER SAMSUNG TECHNOLOGY THAT MAY BE PROVIDED BY SAMSUNG UNDER THIS AGREEMENT, OR DEVELOPER'S DEVELOPMENT OF ANY DEVELOPER SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN ADDITION TO SECTION 11, DEVELOPER'S UNDERSTANDING, ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS SECTION IS THE LEGAL BASIS AND CONSIDERATION FOR THE LICENSES AND ACCESS GRANTED UNDER THIS AGREEMENT.

THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF ANY SAMSUNG SERVICE, BIXBY MARKETPLACE, DOCUMENTATION OR ANY OTHER SAMSUNG TECHNOLOGY THAT MAY BE PROVIDED BY SAMSUNG UNDER THIS AGREEMENT IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT UNDER THIS LIMITATION OF LIABILITY.

13   Indemnification

To the fullest extent permitted by Applicable Law, Developer agrees to indemnify, defend and hold harmless Samsung, its Affiliates, directors, officers, employees and agents (each a "Samsung Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorney fees) (collectively "Losses") incurred by a Samsung Indemnified Party as a result of any third party claims (including government fines or penalties) that relates to or arises out of any of the following (a) any claim that the Developer Service (whether alone or as part of a combination) and/or any Developer Content violates or infringes any Intellectual Property Rights or other proprietary right of a third party; (b) the Developer Services, including, without limitation, claims by any Users; (c) Developer's breach of any obligation, covenant, representation or warranty under this Agreement, including, without limitation, any breach of any obligation, covenant, representation or warranty related to Section 10 and/or any Privacy and Security Laws; or (d) any use by Samsung or its Affiliates as permitted under this Agreement of the Developer Services, Developer Content and/or Developer Marks.

14   General

14.1   Assignment. Developer may not assign this Agreement, in whole or in part, without the prior written consent of Samsung. Any attempt to do so without such consent shall be void and of no effect. Samsung may assign this Agreement without the prior written consent of Developer. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective representatives, and permitted successors and assigns.

14.2   Relationship of the Parties. This Agreement shall not be interpreted or construed to create any association, agency, partnership, joint venture, fiduciary duty, or any other form of legal relationship between the Parties, and Developer shall not represent the existence of any such relationship, whether expressly, by implication or otherwise.

14.3   Third Party Rights. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party.

14.4   Development by Samsung. Nothing in this Agreement limits or otherwise affects Samsung's right to acquire, develop, license, market, promote, or distribute any product or technology that competes with a Developer Service or performs the same or similar functions as a Developer Service does.

14.5   Notices. Any notices required to be served to Samsung shall be provided to Samsung in writing by personal delivery (notice deemed effective upon receipt), overnight courier, and will be deemed to have been fully given or made when: (a) personally delivered; or (b) three (3) days after being mailed via commercially reputable overnight delivery service, to the following address:

Attention: AI Team
Samsung Electronics Co., Ltd.
129 Samsung-Ro, Yeongtong-Gu, Suwon-Si, Gyeonggi-Do, 16677 Republic of Korea

Developer agrees to receive notices and other communications to be made to Developer pursuant to this Agreement by email, to the email address it submitted to Developer when requesting access to the Developer Tools, and Developer agrees that any notices that Samsung sends to Developer by email will satisfy any legal communication requirements. A Party may change its email or mailing address by giving the other Party written notice in accordance with this Section.

14.6　<u>No Waiver</u>. Failure by Samsung to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of Samsung's rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or the right to take action in respect of a subsequent default by Developer in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

14.7　<u>Remedies</u>. Developer acknowledges that disclosure, use or misappropriation of Confidential Information of Samsung in violation of this Agreement would cause Samsung irreparable harm for which there may be no adequate remedy at law. Accordingly, Developer agrees that Samsung shall have the right to apply to any court of competent jurisdiction for injunctive relief and specific performance, without prejudice to any remedies otherwise available to Samsung at law or in equity.

14.8　<u>Governing Law; Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea, without reference to provisions on conflicts of law. All disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce; provided, however, that each Party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

14.9　<u>Entire Agreement</u>. This Agreement contains the entire agreement between the Parties with respect to the use of the Developer Tools and Documentation licensed hereunder and access to the Samsung Service and supersedes all existing agreements and all other oral, written or other communications between the Parties concerning this subject matter. If any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired.