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- 1.1 "Affiliate" means, with respect to a Party, a Person that Controls or is Controlled by, or is under common Control with, such Party.
- 1.2 "Applicable Law" 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 "Authorized Users" means Licensee's employees or contractors authorized by Licensee, who have binding written agreements with Licensee to protect the unauthorized use and disclosure of Samsung's Confidential Information.
- 1.4 "Confidential Information" has the meaning set forth in Section 8.
- 1.5 "Content" means any and all content, data, ads, services, and other information or materials (including without limitations, WAP sites, websites, RSS feeds, texts, metadata, images, photos, videos, audios, audiovisuals, ratings and comments) included in or otherwise made available through the Licensee Services.
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- 1.7 "Data Compromise" means any compromise in the security, confidentiality or integrity of any Personal Information, including unlawful or unauthorized access, use, acquisition, transmission, alteration, disclosure, deletion or destruction thereof.
- 1.8 "Developer Tools" means all software (source code, object code), software development kits

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- 1.13 "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.
- 1.14 "Personal Information" is information in any media that alone identifies or when used in combination with identifying information could reasonably be used to identify a natural person, 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.
- 1.15 "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 (i) the EU Data Protection Directive (Directive 95/46/EC) and any successor or replacement directive thereof (including the General Data Protection Regulation (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) 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.
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- 1.19 "Technology" 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 ("APIs"), documentations, specifications, techniques, software development toolkits, products, devices, apparatuses, works of authorship, and other forms of technology.
- 1.20 "Term" has the meaning set forth in Section 7.
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- 1.22 "Updates" means, in regards to the Developer Tools or the Samsung Service, as applicable, bug fixes, enhancements, modifications, new releases, new versions, supplements, updates or, upgrades.
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- (c) rent, lease, redistribute, sub-license, sell, transfer, timeshare, market or otherwise make any Developer Tools, Documentation or 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;
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- (e) combine the Developer Tools, Documentation, or Samsung Service with any other software or materials, such as open source software, that would require Licensee or Samsung to license, distribute or otherwise disclose or make available to third parties any portion of the Developer Tools, Documentation, or Samsung Service;
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## 2.5 Feedback; Notification.

- (a) In order for Samsung to improve the Developer Tools and Samsung Service, Samsung may from time to time during the Term request Licensee to provide feedback regarding the use of the Developer Tools or Samsung Service and Licensee shall use its commercially reasonable efforts to promptly respond to such request ("Samsung Feedback"). During the Term, Licensee shall inform Samsung of present and probable malfunctions, defects or security problems with Developer Tools, Samsung Service and/or Samsung Devices and shall provide reasonable cooperation at Samsung's request to further diagnose all such problems. Licensee agrees that Samsung Feedback hereunder shall belong solely to Samsung, and Licensee 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.
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- (b) From time to time during the Term, Samsung may provide Licensee with test versions of the Developer Tools.
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3.2 Licensee Marks. During the Term, and subject to the terms and conditions of this Agreement, Licensee 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 Licensee Marks solely to advertise, market and promote Licensee's acceptance of Samsung Service in any and all media (whether now known or hereafter developed). Any and all goodwill associated with Licensee Marks that arise in connection with the use hereunder will inure to Licensee's sole benefit. For the avoidance of doubt, Licensee has no right or license to use any Samsung Marks under this Agreement.

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4.1 Licensee Services. Licensee represents, warrants, covenants and agrees that Licensee 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 be developed in strict compliance with the Documentation; (iv) will not infringe upon or misappropriate any third party Intellectual Property Rights or other proprietary right of a third party; (v) 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 Licensee Service to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses; (vi) 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 or Samsung Devices; and (vii) 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 web servers or other computer systems of Samsung or any third party.

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- 5.1 Submission of Licensee Services. Prior to distribution, public release or public demonstration of the Licensee Services, pursuant to one or more related agreements required by Samsung (each a “Related Agreement” and collectively “Related Agreements”), Licensee may submit to Samsung the Licensee Services developed using the Developer Tools under this Agreement for Samsung’s review and potential distribution by Samsung, at its discretion, to Users pursuant to the terms and conditions of the applicable Related Agreements, which will require Licensee’s agreement to be bound by the terms of the applicable Related Agreement(s) and may further require Licensee to follow and complete Samsung’s internal registration procedures as required by Samsung at its sole discretion, which procedures may include, without limitation, Licensee signing up for Samsung web portals and accounts (subject to the terms and conditions applicable thereof), Licensee’s submission of information regarding itself and the Licensee Service, and issuance of identification number with respect to Licensee and the Licensee Service and, if applicable, debug API keys. Anything in this Agreement to the contrary notwithstanding, Licensee acknowledges and agrees that Samsung has no obligation, under this Agreement or any Related Agreements, to distribute or otherwise make available to Users any Licensee Services developed by Licensee under this Agreement.
- 5.2 Licensee’s User Agreement. Licensee may provide an end user license agreement in connection with its Licensee Services (“Licensee End User Agreement”), provided, however, the Licensee End User Agreement must comply and be consistent with all requirements of this Agreement, any Related Agreements and all Samsung Policies, and Licensee acknowledges and agrees that neither Samsung nor its Affiliates is a party to any Licensee End User Agreement nor does Samsung or its Affiliates have any obligations or liability under, or in any way in connection with, any Licensee End User Agreement.
- 5.3 Support by Licensee. In the event that Samsung accepts a Licensee Service for distribution under the Related Agreements, Licensee will be required to provide technical and product support as requested by Users or as otherwise described in the Related Agreements.

## 6 Marketing

- 6.1 Public Announcements. Other than as set forth in Section 3.2, 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, are prohibited without the prior written consent of both Parties. Notwithstanding the foregoing, in addition to the licenses grant in Section 3.2, Samsung and its Affiliates will, during the Term, be entitled to include Company’s name and/or logo in Announcements and in customer lists within Samsung presentations without prior written consent.
- 6.2 Marketing. To the extent the Parties agree to jointly promote and market Samsung Service, the terms and conditions of such promotion and marketing will be mutually agreed upon by the Parties in a separate agreement.

## 7 Term and Termination

### 7.1 Term and Termination of Agreement.

- (a) The “Initial Term” 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 “Renewal Term”) 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 thirty (30) calendar days after providing the other party with written notice of its intent to terminate.

7.2 Suspension. Effective immediately upon notice to Licensee, Samsung may suspend or terminate Licensee’s use of Developer Tools, Documentation and Samsung Service if required by Applicable Laws or if Samsung determines in its sole discretion that: (i) Licensee Service(s) has a vulnerability or security issue or is not in compliance with this Agreement or the Documentation; (ii) Licensee 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 Licensee has breached this Agreement; or (v) for any other reason that would provide Samsung a right of termination under this Agreement.

7.3 Effect of Termination. Effective upon any termination or expiration of this Agreement, 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. All licenses and rights of access granted by one Party to the other will immediately cease. Sections 1, 2.3, 2.4, 2.5, 3.1, 4, 6.1, 7.3, 8, 9, 10, 11, 12 and 13 shall survive any termination or expiration of this Agreement.

## **8 Confidential Information**

8.1 Licensee (a) shall safeguard all information and materials disclosed or otherwise made available by, or on behalf of Samsung, to Licensee 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 (“Confidential Information”) by reasonable means using at least the same degree of care as Licensee 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 Licensee’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. Licensee 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, Licensee acknowledges and agrees that the Developer Tools, Documentation and Samsung Service are included as Samsung’s Confidential Information.

8.2 Licensee 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 Licensee 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. If requested Samsung, Licensee shall require, if reasonably possible, and if not, shall request that Licensee cooperate with Samsung's efforts (at Samsung's expense) to limit disclosure and protect the confidentiality of such Confidential Information.

- 8.3 If requested by Samsung, within thirty (30) days after the expiration or any termination of this Agreement, Licensee 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. Licensee will not be obligated to erase Samsung's Confidential Information that is contained in an archived computer system backup made in accordance with Licensee'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 Licensee's data processing procedures and (B) will remain fully subject to the obligations of confidentiality stated herein.
- 8.4 The obligations in this Agreement regarding Confidential Information shall not apply to, and Confidential Information shall not include, information which Licensee can demonstrate by documentary evidence (a) was rightfully in Licensee's possession prior to receipt from Samsung without restriction on use or disclosure; (b) was independently developed by Licensee 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 Licensee or any person to whom it was disclosed by Licensee; or (d) is disclosed to Licensee by a third party without violation of restrictions, to Licensee's knowledge, on its disclosure or use.

## **9 Use of Personal Information and Data Compromise**

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- 9.2 Data Compromise. Licensee will notify Samsung of any Data Compromise as a result of or in immediately or as soon as is reasonably practicable. In the event of such a Data Compromise, Licensee will: (i) promptly provide Samsung with a detailed description of the incident, the data accessed, 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. Licensee 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, Licensee will use commercially reasonable efforts to obtain Samsung's approval regarding the content of such disclosure to minimize any adverse impact to Samsung.

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Attention: AI Strategy Group Samsung  
Electronics Co., Ltd.

129 Samsung-Ro, Yeongtong-Gu, Suwon-Si, Gyeonggi-Do, 16677 Republic of Korea

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