



TERMS OF SERVICE

These Terms of Service constitute an agreement (this “**Agreement**”) by and between Rozie^{AI} Inc., a Delaware corporation whose principal place of business is 201 W Main St, Durham, NC 27701 (“**Rozie^{AI}**”) and the corporation, LLC, partnership, sole proprietorship, or other business entity executing this Agreement (“**Customer**”). This Agreement is effective as of **January 01, 2025** (the “**Effective Date**”). Customer’s use of and Rozie^{AI}’s provision of Rozie^{AI}’s SaaS (as defined below in Section 1.5) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER’S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
 - 1.1. “**Content**” means all assets in the SaaS, including but not limited to text, data, software, graphics, photographs, images, illustrations, audio clips and video clips.
 - 1.2. “**Customer Data**” means all information processed or stored through the SaaS by Customer or on Customer’s behalf. Customer data does not include payment records, credit cards or other information Customer uses to pay Rozie^{AI}, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account. Customer Data also includes experience elements, interaction workflows, and information that Customer or Customer’s authorized users provide, authorize access to, or input to the SaaS.
 - 1.3. “**Documentation**” means Rozie^{AI}’s standard manual related to use of the SaaS, as well as any additional information on the use of the SaaS that may be provided within the SaaS or help documentation.
 - 1.4. “**Order**” means an order for access to the SaaS, executed through the purchase of one or more services through Rozie^{AI}’s website, the SaaS itself, or any other platform linking to these terms of service and provided by Rozie^{AI}.
 - 1.5. “**Privacy/Security Law**” means privacy and security laws governing Rozie^{AI}’s handling of Customer Data (if any).
 - 1.6. “**SaaS**” means Rozie^{AI}’s proprietary Customer Experience Cloud and related features.

- 1.7. “**Subscription Period**” means the period of each subscription interval for service and billing as set forth in an Order or, if not expressly set forth, an interval equal to the service duration paid for with the first payment to Rozie^{AI}.
- 1.8. “**Term**” is defined in Section 11.1 below.
- 1.9. “**User**” means any individual who uses the SaaS on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2. THE SaaS.

- 2.1. Access to the Service. During the Term, Customer and Customer’s authorized Users may access and use the SaaS pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.
- 2.2. Service Levels. Rozie^{AI} will use commercially reasonable efforts to ensure that the SaaS is available twenty-four hours a day, seven days a week. However, there will be occasions when availability will be interrupted for maintenance, upgrades and emergency repairs, or due to failure of telecommunications links and equipment. Rozie^{AI} will take reasonable steps to minimize such disruption where it is within Rozie^{AI}’s reasonable control. Rozie^{AI} will not be liable in any event to Customer or any other party for any suspension, modification, discontinuance or lack of availability of the SaaS, Customer Data or other content. For custom Service Level Agreements (SLA) requirements contact Rozie^{AI}. No custom SLA will be effective unless executed by both parties. The remedies listed in a custom SLA for any failure of the SaaS will be Customer’s sole remedy for any failure of the SaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy.
- 2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users’ use of the SaaS.
- 2.4. SaaS Revisions. Rozie^{AI} may revise SaaS features and functions at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the SaaS materially reduces features or functionality provided pursuant to an outstanding Order, Customer may within 30 days of notice of the revision terminate such Order, without cause, or terminate this Agreement without cause if such Order is the only one outstanding. Continued use of the Services following such notification constitutes acceptance of the terms and conditions of this Agreement as modified. Customer agrees that termination under this provision is Customer’s sole remedy for such a reduction in features or functionality.
- 2.5. Additional Services. Additional, professional services may be provided upon mutual agreement of the parties and are subject to additional terms.

3. COMMERCIAL TERMS.

- 3.1. Subscription Fees. Customer must pay Rozie^{AI} the fee set forth in each Order (the “**Subscription Fee**”) for each Subscription Period. Specific fees will be priced based on experience requirements fees for the initial Subscription Period will be due upon commencement of the Term. Following the first payment, fees are due, as follows: (a) for monthly subscriptions, each month on the same (or closest) date as the first payment, (b) for annual subscriptions, each year on the same (or closest) date as the first payment, or (c) as

otherwise mutually agreed in an Order. If usage exceeds the utilization limits set forth in an Order, Rozie^{AI} will invoice Customer for such overages. Rozie^{AI} reserves the right to change fees at any time by notifying Customer by email. Customer is responsible for payment of all applicable fees. Invoices are due within 30 days of issuance. Rozie^{AI} will not be required to refund any pre-paid Subscription Fee under any circumstances.

- 3.2. Taxes. Amounts due under this Agreement are payable to Rozie^{AI} without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, “Sales Tax”). Except as forbidden by applicable law, Rozie^{AI} may require that Customer submit applicable Sales Taxes to Rozie^{AI}. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives Rozie^{AI} a valid tax exemption certificate within 30 days of the Effective Date. Rozie^{AI}'s failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 3.2. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer will separately pay Rozie^{AI} the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 3.2 does not govern taxes based on Rozie^{AI}'s net income.

4. CUSTOMER DATA & PRIVACY.

- 4.1. Use of Customer Data. Rozie^{AI} may not: (a) access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; or (b) give Customer Data access to any third party, except Rozie^{AI}'s subcontractors that have a need for such access to facilitate the SaaS and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, Rozie^{AI}: (c) must exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) must comply with all Privacy/Security Laws that are applicable both specifically to Rozie^{AI} and generally to data processors in the jurisdictions in which Rozie^{AI} does business and operates physical facilities.
- 4.2. Statutory Special Terms. If Rozie^{AI} receives a “right to know,” deletion, “right to be forgotten,” or similar request related to Customer Data, Rozie^{AI} may respond in accordance with applicable law. Nothing in this Agreement precludes Rozie^{AI} from asserting rights or defenses it may have under applicable law related to such requests.
- 4.3. Additional Fees. Customer recognizes and agrees that Rozie^{AI} may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Customer requests to help it comply with Privacy/Security Laws.
- 4.4. De-Identified Data. Notwithstanding the provisions above of this Article 4, Rozie^{AI} may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. (“**De-Identified Data**” refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Customer.)
- 4.5. Erasure. Rozie^{AI} may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting Rozie^{AI}'s other rights or remedies.

- 4.6. Required Disclosure. Notwithstanding the provisions above of this Article 4, Rozie^{AI} may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Rozie^{AI} will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. Rozie^{AI} will use commercially reasonable efforts to keep Customer Data secure, however, Rozie^{AI} offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 4.8. Data Accuracy and Permissions. Rozie^{AI} will have no responsibility or liability for the accuracy of data uploaded to the SaaS by Customer, including without limitation Customer Data and any other data uploaded by Users. Customer is responsible for obtaining all necessary rights and permissions to enable, and grant such rights and permissions to, Rozie^{AI}, and its contractors and sub processors to use, provide, store and process Customer Data in the SaaS. This includes making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated information in such Customer Data.
- 4.9. Excluded Data. Customer warrants that (a) it has not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to Rozie^{AI} or its computers or other media and, (b) to the best of its knowledge, Customer Data does not and will not include Excluded Data. Customer must inform Rozie^{AI} of any Excluded Data within Customer Data promptly after discovery (without limiting Rozie^{AI}'s rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) Rozie^{AI} has no liability for any failure to provide protections in the Excluded Data Laws (as defined below) or otherwise to protect Excluded Data; and (iii) Rozie^{AI}'s systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. Rozie^{AI} is not responsible or liable for any data exposure or disclosure or related loss to the extent that it involves Excluded Data. ("**Excluded Data**" means protected health or consumer financial data or social security numbers or any data requiring any security or other precaution not provided by Rozie^{AI}. "**Excluded Data Laws**" means any law or regulation governing Excluded Data, including without limitation any law or regulation protecting privacy or security rights of Excluded Data subjects.)

5. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 5.1. Acceptable Use. Customer must comply with Rozie^{AI}'s Accessible Use Policy applicable to the SaaS ordered by the Customer, which may be posted to the SaaS or provided at the time of the Order, and is subject to change from time to time. Additionally, Customer may not: (a) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; (b) provide SaaS passwords or other log-in information to any third party; (c) share non-public SaaS features or content with any third party; (d) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, features, functions or graphics of the SaaS; (e) attempt to circumvent any of Rozie^{AI}'s technical measures, or

decompile, reverse engineer, or disassemble the SaaS; or (f) engage in web scraping or data scraping on or related to the SaaS, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Rozie^{AI} may suspend Customer's access to the SaaS without advanced notice, in addition to such other remedies as Rozie^{AI} may have. Neither this Agreement nor the applicable Acceptable Use Policy requires that Rozie^{AI} take any action against Customer or any User or other third party for violating the applicable Acceptable Use Policy, this Section 5.1, or this Agreement, but Rozie^{AI} is free to take any such action it sees fit.

- 5.2. Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the SaaS, including without limitation by protecting its passwords and other log-in information. Customer must notify Rozie^{AI} immediately of any known or suspected unauthorized use of the SaaS or breach of its security and must use best efforts to stop said breach.
- 5.3. Compliance with Laws. In its use of the SaaS, Customer must comply with all applicable laws, including without limitation Privacy/Security laws.
- 5.4. Users & SaaS Access. Customer is responsible and liable for: (a) Users' use of the SaaS, including without limitation unauthorized User conduct and any User conduct that would violate the applicable Acceptable Use Policy or the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized.

6. INTELLECTUAL PROPERTY & FEEDBACK.

- 6.1. Intellectual Property Rights to the SaaS. Rozie^{AI} retains all right, title, and interest in and to the SaaS and the Content, including without limitation all software used to provide the SaaS and all Content reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components, except to the limited extent that such rights are necessary for Customer's use of the SaaS as specifically authorized by this Agreement. Customer recognizes that the SaaS and its components are protected by copyright and other laws. Copying or storing any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from Rozie^{AI}, or from the copyright holder identified in such Content's copyright notice. All trademarks, service marks, and trade names which appear on the SaaS are proprietary to Rozie^{AI} or third parties.
 - 6.2. Feedback. Rozie^{AI} has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, Customer's Clients, or other Users give Rozie^{AI}, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Rozie^{AI}'s right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's trade secret. ("**Feedback**" refers to any suggestion or idea for improving or otherwise modifying any of Rozie^{AI}'s products or services.)
7. **COPYRIGHT.** Rozie^{AI} respects the intellectual property of others and asks that users of the SaaS do the same. In compliance with applicable law, Rozie^{AI} has a policy of terminating, in appropriate circumstances and in its sole discretion, account holders who are deemed to be

repeat infringers. Rozie^{AI} may also terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that one of our users is, through the use of the SaaS or our other services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent: (1) your physical or electronic signature; (2) identification of the copyrighted work(s) that you claim to have been infringed; (3) identification of the material on our services that you claim is infringing and that you request us to remove; (4) sufficient information to permit us to locate such material; (5) your address, telephone number, and e-mail address; (6) a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and (7) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

The designated Copyright Agent for Rozie^{AI} is: Copyright Agent, RozieAI Inc., 201 W Main St, Durham, NC 27701 or legal@rozie.ai

CONFIDENTIAL INFORMATION. “**Confidential Information**” refers to the following items Rozie^{AI} discloses to Customer: (a) any document Rozie^{AI} marks “Confidential”; (b) any information Rozie^{AI} orally designates as “Confidential” at the time of disclosure or confirms such designation in writing within 10 business days; (c) the Documentation whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. “Confidential Information” does not include information that: (i) is in Customer’s possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer’s improper action or inaction; or (iv) is approved for release in writing by Customer. Customer is on notice that the Confidential Information may include Rozie^{AI}’s valuable trade secrets.

- 7.1. **Nondisclosure.** Customer may not use Confidential Information for any purpose other than in support of its use of the SaaS (the “Purpose”). Customer: (a) may not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 8.1; and (b) may not disclose Confidential Information to any other third party without Rozie^{AI}’s prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer must promptly notify Rozie^{AI} of any misuse or misappropriation of Confidential Information that comes to Customer’s attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Rozie^{AI} prompt notice of any such legal or governmental demand and reasonably cooperate with Rozie^{AI} in any effort to seek a protective order or otherwise to contest such required disclosure, at Rozie^{AI}’s expense.
- 7.2. **Termination & Return.** With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate five years after the date of

disclosure; provided that such obligations related to Confidential Information constituting Rozie^{AI}'s trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Unless otherwise required by applicable law, within 60 days of the termination of this Agreement for any reason, Customer must: (i) cease the use of all Confidential Information; (ii) delete, and upon request certify that it has deleted, all documents and other materials in your possession or control containing, recording, or constituting confidential information.

- 7.3. Injunction. Customer agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Article 8; (b) it would be difficult to determine the damages resulting from its breach of this Article 8, and such breach would cause irreparable harm to Rozie^{AI}; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Rozie^{AI} prove actual damage or post a bond or other security. Customer waives any opposition to such injunctive relief or any right to such proof, bond, or other security. (This Section 8.3 does not limit either party's right to injunctive relief for breaches not listed.)
- 7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Rozie^{AI} will retain all right, title, and interest in and to all Confidential Information.
- 7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
- (a) *Immunity*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. REPRESENTATIONS & WARRANTIES.

- 8.1. Rozie^{AI} represents and warrants that it has and will maintain the full power and authority to grant the rights to use the SaaS set forth in this Agreement. Rozie^{AI}'s representations and warranties in the preceding sentence do not apply to use of the SaaS in combination with hardware or software not provided by Rozie^{AI}. In case of breach of the warranty above in this Section 8.1, Rozie^{AI}, at its own expense, shall promptly: (a) secure for Customer the right to continue using the SaaS; (b) replace or modify the SaaS to make it noninfringing; or if such remedies are not commercially practical in Rozie^{AI}'s reasonable opinion, (c) refund the fees paid for the SaaS for every month remaining in the then-current Term following the date after which Customer access to the SaaS ceases as a result of such breach of warranty. If Rozie^{AI} exercises its rights pursuant to Subsection 8.1(c) above, Customer shall promptly

cease all use of the SaaS and all reproduction and use of the Documentation and erase all copies in its possession or control. This Section 8.1, in conjunction with Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and Rozie^{AI}'s entire liability for breach of the warranty above in this Section 8.1.

- 8.2. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the SaaS; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

8.3. Warranty Disclaimers.

- (a) General. Except to the extent set forth in Section 8.1 above, ROZIE^{AI} PROVIDES THE SAAS, AND CUSTOMER ACCEPTS THE SAAS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, Rozie^{AI} DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SAAS, CONTENT AND THE OUTPUTS (DEFINED BELOW), INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ERROR-FREE OR UNINTERRUPTED OPERATION, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) Rozie^{AI} MAKES NO WARRANTY THAT THE SAAS, THE CONTENT OR THE OUTPUTS WILL BE ACCURATE, RELIABLE OR ERROR-FREE OR THAT THEY WILL MEET THE REQUIREMENTS OF CUSTOMER OR USERS, (b) Rozie^{AI} HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (c) Rozie^{AI} DOES NOT REPRESENT OR WARRANT THAT THE SAAS WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR THAT ERRORS IN THE SAAS, THE CONTENT OR THE OUTPUTS WILL BE CORRECTED; AND (d) Rozie^{AI} DOES NOT REPRESENT OR WARRANT THAT THE SAAS IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. NO INFORMATION OR COMMUNICATIONS, WHETHER WRITTEN OR ORAL, PROVIDED TO CUSTOMER OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BY Rozie^{AI} WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW OR ADDITIONAL WARRANTIES TO, THE WARRANTIES PROVIDED BY Rozie^{AI} HEREIN.
- (b) AI LLM DISCLAIMER. THE SAAS USES LARGE LANGUAGE MACHINE LEARNING MODELS TO GENERATE OUTPUTS ("OUTPUTS"). CAUTION IS WARRANTED WHEN USING OR RELYING UPON SUCH OUTPUTS AS THEY HAVE NOT BEEN EVALUATED FOR THEIR SUITABILITY OR ACCURACY. CUSTOMER AND USERS ACKNOWLEDGE AND AGREE THAT ALL USE OF

AND RELIANCE UPON OUTPUTS IS AT THEIR SOLE RISK. CUSTOMER AND USERS ACKNOWLEDGE AND AGREE FURTHER THAT Rozie^{AI} WILL HAVE NO LIABILITY IN CONNECTION WITH ANY PERSON'S RELIANCE USE OF OR UPON OUTPUTS.

9. **INDEMNIFICATION.** Customer shall defend, indemnify, and hold harmless Rozie^{AI} and the Rozie^{AI} Associates (as defined below) against any “**Indemnified Claim**,” meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the SaaS, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the SaaS through Customer's account, including without limitation by Customer Data; and (d) claims that use of the SaaS through Customer's account, including by Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO Rozie^{AI}'S NEGLIGENCE. Customer's obligations set forth in this Article 9 include, without limitation: (i) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customers' assumption of the defense (but not attorneys' fees incurred thereafter). If Customer fails to assume the defense on time to avoid prejudicing the defense, Rozie^{AI} may defend the Indemnified Claim, without loss of rights pursuant to this Article 9. Rozie^{AI} will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Rozie^{AI} Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. (“Rozie^{AI} **Associates**” are Rozie^{AI}'s officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns. A “**Data Incident**” is any (1) unauthorized disclosure of, access to, or use of Customer Data, including without limitation Excluded Data, or (2) violation of Privacy/Security Law through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by Rozie^{AI}, by Customer's customers or other users, by hackers, and by any other third party.)

10. **LIMITATION OF LIABILITY.**

- 10.1. **Dollar Cap.** Rozie^{AI}'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE LESSER OF (i) AMOUNTS PAID BY CUSTOMER TO Rozie^{AI} IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY OR (ii) \$500.00.
- 10.2. **Excluded Damages.** IN NO EVENT WILL Rozie^{AI} BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.3. **Clarifications & Disclaimers.** THE LIABILITIES LIMITED BY THIS ARTICLE 10 APPLY TO THE BENEFIT OF Rozie^{AI}'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN

IF Rozie^{AI} IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

Customer acknowledges and agrees that Rozie^{AI} has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 10 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Article 10, Rozie^{AI}'s liability will be limited to the maximum extent permissible. For the avoidance of doubt, Rozie^{AI}'s liability limits and other rights set forth in this Article 10 apply likewise to Rozie^{AI}'s affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. TERM & TERMINATION.

- 11.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for one year. Thereafter, the Term will renew for successive one year periods, unless either party refuses such renewal by written notice 30 or more days before the renewal date.
- 11.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
- 11.3. Termination for Convenience. Customer may terminate use of the SaaS at any time and close Customer's account with Rozie^{AI}.
- 11.4. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control. Any fees pre-paid are non-refundable, unless otherwise required by law. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 6 (*IP & Feedback*), 7 (*Confidential Information*), 8.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. MISCELLANEOUS.

- 12.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 12.2. Notices. Rozie^{AI} may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to the address set forth in the preamble above, and such notices will be deemed received 72 hours after they are sent.
- 12.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor

disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

- 12.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Rozie^{AI}'s express written consent. Except to the extent forbidden in this Section 12.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 12.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 12.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 12.7. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of North Carolina, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Durham County, North Carolina. This Section 12.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 12.8. Conflicts. In the event of any conflict between this Agreement and any Rozie^{AI} policy posted online, including without limitation the applicable Acceptable Use Policy or Privacy Policy, the terms of this Agreement will govern.
- 12.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 12.10. Technology Export. Customer shall not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by Rozie^{AI} or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 12.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

12.12. Amendment. Rozie^{AI} may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such an amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Customer first gives Rozie^{AI} written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer’s next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 11, *Term & Termination*). Customer’s continued use of the Service following the effective date of an amendment will confirm Customer’s consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Rozie^{AI} may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted; provided if such amendment materially reduces Customer’s rights or protections, notice and consent will be subject to the requirements above in this Section 12.12.