PrıiRata

ProRata Online Master Services Agreement (MSA)

Last updated: October 27, 2026

This agreement (this "**Agreement**"), permits publishers that opt in ("**Partner**") to participate in a collaborative, nonexclusive, licensing arrangement under which the Partner, in exchange for good and valuable consideration, authorizes and licenses access to and use of their protected content ("Partner Content" as defined below) on certain Partner websites, apps or other online channels ("**Partner Channel(s)**") by ProrataAI, Inc. ("**ProRata**") to develop, maintain and operate the ProRata Offerings (as defined below).

By agreeing to these terms via an online portal or signing up via any letter agreement, order form, purchase order, or similar document, and/or providing any Partner Content for use as contemplated herein, and/or accessing or using any of our Services or downloading any of our APIs, widgets or code, Partner agrees to the terms of this Agreement and to be bound hereby.

1. Background

ProRata is the owner and developer of a proprietary (i) attribution and reporting technology ("**Attribution Engine**") that enables recordation and allocation of compensation for content owners when generative artificial intelligence technology utilizes content owners' content or assets; (ii) AI-based answer technology ("**Answer Engine**") and, together with the Attribution Engine, the "**AE Platform**" that is inclusive of retrieval-augmented generation, natural language processing methods, and other response improvement systems, in order to process high quality content to offer Answers to Queries (as such terms are defined below) with attribution of contributing content sources; (iii) API and other technical resources permitting integration of the AE Platform into certain Partner websites, apps or other online channels ("**Distributed AI Search**") by including one or more Query Widgets and one or more Answer Widgets, each as defined in Section 8; and (iv) an advertising technology that enables dynamic generative ads ("**AI Ads**").

ProRata has developed the AE Platform to enable users ("**End Users**") to submit questions or prompts ("**Queries**"), including via a Query Widget, and obtain responses ("**Answers**"), including via an Answer Widget, generated by the Answer Engine with attribution of the sources for such Answers provided by the Attribution Engine.

The AE Platform, the Distributed AI Search, and AI Ads, including all associated code, services, methodology, know-how and technology; and all related mobile applications and web-based services, are collectively referred to as the "**ProRata Offerings**". The Answer Widget (as defined in Section 8) is considered part of the ProRata Offerings. The Query Widget (as defined in Section 8) is not a part of the ProRata Offerings, but Queries initiated through the Query Widget would then launch the Answer Widget, which is a part of the ProRata Offerings.

2. Term and termination

This Agreement shall commence when entered by the parties and remain valid for two ② years thereafter (the "**Initial Term**") and will automatically renew for additional one ① year terms on each anniversary of the Initial Term (collectively, the "**Term**"), unless and until terminated as follows. Either Party may terminate this Agreement for any reason (or no reason) by providing at least 60 days' written notice to the other Party at any time, including during the Initial Term or any renewal term. Upon expiration or any termination of this Agreement (the "**End Date**"), ProRata will cease to use the Partner Content for generation of Answers or attribution within 2 business days of the End Date and will remove the Partner Content from its systems no more than 90 days thereafter. ProRata will provide final reporting and compensation due (if any) which reflect the period until removal. ProRata will remove all code and access to Partner Content accordingly.

3. Ownership

Partner shall remain the exclusive owner of all rights, title and interests, including all intellectual property rights and goodwill, in and to the Partner websites or apps, Licensed Marks and the Partner Content (defined below). ProRata shall be the exclusive owner of all rights, title and interests, including all rights in and to the ProRata Offerings. If Partner provides ProRata with any feedback on ProRata's products and services (excluding Confidential Information of Partner, such as business plans and general business ideas, to the extent regarding ProRata Offerings), Partner hereby grants to ProRata a non-exclusive, perpetual, irrevocable, worldwide license to exploit such feedback in any manner without restriction without compensation to Partner.

4. Partner Content license to ProRata

Partner owns and/or holds a valid and transferrable license to certain valuable content and assets (including e.g., text, photographs, graphics, sound, video, metadata, etc., in whatever form or media content), and Partner wishes to license certain content ("**Partner Content**") to ProRata, and ProRata wishes to license such Partner Content, subject to the terms in this Agreement. Partner grants ProRata a limited, non-exclusive, non-transferable, non-sublicensable, revocable, license to access, use, reproduce, process, adapt, display, surface and synthesize Partner Content for the purposes of:

a. providing Answers to End Users, on ProRata's owned and operated AE Platform or through Distributed AI Search (collectively, "**PRI Search**");

b. determining Partner Per-Answer Attribution Percents (as defined below); and

c. determining attribution, as part of a third-party attribution service,

Partner grants ProRata a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use certain mutually agreed trademarks (the "**Licensed Marks**") to attribute content to Partner in Answers; and to publicize Partner's contribution of content to support the ProRata Offerings.

Maximum Excerpt Length. ProRata will not include any entire verbatim excerpt of Partner Content exceeding 100 words in any single Answer.

Derivative Substitutes. ProRata will use reasonable and industry standard efforts to avoid generating substantially derivative copies of Partner Content, such as (i) an "original" news story or feature materially based on Partner Content; or (ii) an exhaustive summary of Partner Content that could reasonably be expected to act as a market substitute for such Partner Content.

Deepfakes. ProRata will not knowingly use Partner Content to provide any response reasonably expected to misappropriate or violate any individual author's publicity rights or misappropriate Partner's name or marks, including without limitation using reasonable and industry standard efforts to avoid any response that (i) purports to be or suggests that it is written in the voice or style of Partner or of any individual Partner author; or (ii) could reasonably be considered to be a "deepfake" of any Partner Content or of any individual Partner author.

5. Compensation

a. **Compensation for Advertising included in the Query Widget:** Unless otherwise mutually agreed in writing, ProRata will share with Partner 50% of the advertising revenue ProRata collects and recognizes to the extent attributable to the Query Widget Ad on the Partner websites ("**Query Widget Ad Revenue**"), without overlap or duplication.

b. **Compensation for the use of Partner Content in Answers provided via the AE Platform:** When Partner Content is used in the generation of an Answer generated via the AE Platform, ProRata will calculate Partner's compensation ("**Partner Revenue Share**") as the sum total of all Partner Per Answer Revenue Shares (defined below) for the given month. ProRata will pay the amount of the Partner Revenue Share to the bank account specified by Partner, once the amount due to Partner exceeds one thousand dollars ($1,000). Together the Answer Engine and the Attribution Engine enable ProRata to compensate content owners for the content that they license to ProRata. The Attribution Engine enables ProRata to attribute content within its Answers to specific sources, including a percentage that quantifies each source's contribution for a given Answer (the "**Partner Per-Answer Attribution Percent**"). As used herein:

   i. **"Revenue Share Percent"** means the portion of Total Revenue (defined below) allocated for the pool of all content partners in the ProRata Offerings, which shall be fifty percent (50%) of the Total Revenue.

   ii. **"Partner Per Answer Revenue Share"** means the amount of revenue allocated to Partner for a given Answer from the Answer Engine based upon the proportional contribution from Partner's Content to such Answer and will be calculated as the product of Per Answer Revenue multiplied by the Revenue Share Percent and the Partner Per Answer Attribution Percent.

   iii. "**Per Answer Revenue**" means the Total Revenue divided by the number of Total Valid Answers in a given period.

   iv. **"Total Revenue"** means amounts earned and collected by ProRata from the ProRata Offerings including advertising, subscriptions, and sponsorships (if any), less all refunds/credits taxes, commissions, credit card fees, and other amounts paid out to third parties against the Total Revenue. For clarity, Total Revenues exclude amounts earned by ProRata that are not associated with AE Platform, including Third-Party Attribution Services, Query Widgets, technology licensing, OEM products, consulting and other similar services.

v. "**Total Valid Answers**" means all answers presented on the Answer Engine in a given period, excluding those, in ProRata's reasonable judgment, that are generated as a result of fraudulent traffic or automated (non-human) tools.

6. Reporting

ProRata will deliver to Partner (including by making available to partner a web-based access to the information) a statement of Partner Revenue Share for the preceding month along with the following details supporting the associated calculations:

a. **Partner-level:** In aggregate, number of Valid Answers to which Partner Content was attributed, average Attribution Percent across those Valid Answers, Partner Revenue Share.

b. **Publication-level:** For each individual publication of Partner Content provided by the Partner that is responsive to at least one Valid Answer, in aggregate, number of Valid Answers to which Partner Content from that publication was attributed, average Attribution Percent across those Valid Answers, Partner Revenue Share attributed to that publication.

c. **Article-level:** For each individual article of Partner Content provided by the Partner that is attributed to a minimum number of Valid Answers to which that article was attributed, average Attribution Percent across those Valid Answers, Partner Revenue Share attributed to that article.

For a period of one ① year after a payment of Partner Revenue Shares, ProRata shall keep and maintain at its principal place of business complete and accurate books and records of its performance under this section, including records of the information used to calculate Partner Revenue Shares (the "**Records**"). Partner may request to have an independent third party confidentially inspect the Records if it reasonably disputes Revenue Share paid under this Agreement.

7. Blocking; take down

a. **Content Corrections and Withdrawals.** Partner has complete editorial freedom in the form and content of the Partner Content and may alter the Partner Content from time to time, even after ProRata has received, downloaded or used it. Partner may direct ProRata to discontinue use of specific Partner Content by providing written notice to ProRata. Such notice must provide a written description that is sufficiently detailed and specific to enable ProRata to identify the applicable portion of the content. ProRata will, following receipt of a

written notice from Partner (sent to the email address provided by ProRata), promptly cease within one ① business day of receipt to publish or reproduce the relevant part of the Partner Content. ProRata will use reasonable commercial efforts to: (i) follow any instructions contained in any written notice that Partner issues to ProRata in relation to printing corrections, clarifications or apologies in respect of the Partner Content promptly on receipt of notice to do so from Partner; and (ii) keep confidential the existence and content of any written notice sent to ProRata by Partner if so required by Partner in terms stated on the face of such notice.

b. **Widget Entity Block List.** If Partner elects to implement the optional Widget(s) (defined below) for Distributed AI Search, then Partner may create a list of entities (including both the brand and the domain) whose content they do not want to appear as part of the Answers in the Answer Widget on their Partner website or app (a "**Widget Entity Block List**"). ProRata will make reasonable efforts to implement the Widget Entity Block List. Partner's sole remedy if ProRata fails to manage the Widget Entity Block List(s) is to terminate this Agreement for convenience as permitted herein. Partner may update their Widget Entity Block Lists quarterly.

8. Distributed AI Search option

Partner may also, at its option, elect to make available Distributed AI Search (which includes advertising within), for use on those mutually agreed Partner websites or apps via (i) an API and/or (ii) one or more content widgets served by ProRata and/or (iii) via another mutually agreed integration and delivery method, to appear within the Partner websites or apps (collectively, the "**Widgets**"), in accordance with the terms and conditions herein. If Partner so elects, then the terms of this Section 8 will apply. The Widgets will consist of one or more widgets for initiating Queries (the "**Query Widget**") and one or more widgets for providing Answers (the "**Answer Widget**"). Queries initiated via the Query Widget would then launch the Answer Widget in order to provide applicable Answers via the AE Platform. For clarity, the Query Widget is not part of the AE Platform (and does not contain any content from any third parties), but the Answer Widget is powered by the AE Platform, and can include both Partner Content, and content from other third parties.

a. ProRata is responsible for hosting and operating the Query Widget, which is expected to include advertising inventory (the "**Query Widget Ad**") on a mutually agreed page or pages of the Partner Channel(s).

b. ProRata will host and control the Answer Widget, which shall include advertising, via Distributed AI Search, on a mutually agreed page or pages of the Partner Channel(s), with a mutually agreed UI.

c. Partner will control everything else on such page(s) of the Partner Channel(s) other than the Widgets (including without limitation, the content and advertising therein, and the hosting and serving thereof), including such page's navigation, borders, header and footer. (collectively, the "**Partner Hosted Areas**"), in accordance with the specifications and terms herein.

d. Subject to the terms and conditions of this Agreement, during the Term, ProRata grants Partner a limited, revocable, royalty free, non-exclusive, non-transferable, non-sublicensable license to use the Widgets, in mutually agreed Partner websites or apps (the "**Widget License**"). By participating in the Widget License, Partner agrees that Partner will place, and ProRata will serve, certain ProRata-originated code (collectively, the "**ProRata Code**") on the Partner websites or apps, and to follow the specifications, configuration and documentation provided in writing (including, if applicable, via a link) to Partner, to enable Distributed AI Search thereon, including proper delivery, display, tracking, and reporting. Partner shall not store, cache or change the ProRata Code in any way, unless expressly authorized in writing by ProRata.

e. If Partner creates any of its own written reports or generates performance analytics with respect to Distributed AI Search ("**Widget Analytics**") such Widget Analytics must be kept confidential in accordance with the Agreement and will share such analytics with ProRata. Partner acknowledges that by serving the Widget and the advertising therein, ProRata will have access to certain data from usage thereof, which ProRata shall have the right to use for purposes of providing and improving the ProRata Offerings.

f. ProRata contractually requires its advertisers to comply with (i) applicable laws, (ii) certain contractual terms, and (iii) certain ProRata "Advertising Guidelines" (collectively, the "**Advertiser Terms**"), but ProRata does not control these third-party advertisers. ProRata will use commercially reasonable efforts to enforce the Advertiser Terms but is not responsible if and when a third-party advertiser breaches such Advertiser Terms and is therefore not responsible for the content of such advertising.

g. Except as expressly permitted hereunder, Partner shall not nor enable another to:

i. share, sell, rent, sublicense, copy, re-distribute, transfer or otherwise provide Distributed AI Search, ProRata Code, or any other ProRata provided content or materials (collectively, "ProRata Materials") or portions thereof to any third-party;

ii. access, use, benchmark or study any ProRata Materials to develop or improve any products that provide substantially the same or similar functionality as Distributed AI Search or other ProRata Materials, or otherwise compete therewith;

iii. modify, translate, reverse engineer, reverse assemble or attempt to extract the source code for the ProRata Code (or any ProRata Materials) and its functionality, unless applicable laws prohibit these restrictions;

iv. remove any copyright notices and any other proprietary notices that appear in, on, or in connection with, the ProRata Materials;

v. directly or indirectly manipulate performance of advertising or generate traffic through any automated, deceptive, disingenuous or fraudulent means, including the use of robots or other automated query tools and/or computer-generated search requests, and/or the fraudulent use of other search engine optimization;

vi. integrate any ProRata Materials, with any software, technology, services, or materials not authorized by ProRata;

vii. design or permit your Partner websites or apps to disable, override, or otherwise interfere with the Widget or any ProRata-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; and/or

viii. make excessive 'calls' or use excessive volume or bandwidth that adversely impacts the Widget or other ProRata Materials.

9. Representations and warranties

a. Each Party represents and warrants to the other that: (i) it has the full power and authority to enter into this Agreement; (ii) the execution of this Agreement and performance of its obligations under this Agreement do not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when executed and delivered; and (iv) it complies, and will comply during the Term of this Agreement, with all laws that are applicable to the Party's performance of its obligations.

b. Partner represents, warrants and covenants to ProRata that, (i) it owns and operates the Partner websites or apps or has obtained all necessary rights to grant the rights granted herein, (ii) the Partner Content is either owned by Partner or properly licensed; (iii) it owns

or has valid sublicensable authority and has the full unencumbered right to convey the license contemplated in this Agreement; (iv) the Partner Content has not been substantially created using artificial intelligence without active review by a human editor; (v) nothing in the Partner Content (or ProRata's permitted use herein) violates or conflicts with any Intellectual Property Rights or other rights of any person or entity, including privacy or publicity rights; (vi) the Partner Content does not contain any material that is libelous, slanderous, defamatory, fraudulent, false, misleading, or otherwise objectionable under industry standards, or that violates or encourages the violation of any applicable laws, rules or regulations

c. ProRata represents and warrants to Partner that (i) it owns or has obtained all necessary rights to the ProRata Offerings to grant the rights granted herein, and (ii) to the extent under ProRata's control (e.g., excluding Partner Content therein) nothing in the ProRata Offerings violates any US third party intellectual property rights.

d. Artificial Intelligence is a nascent technology that is rapidly evolving, and ProRata reserves the right to update the ProRata Offerings at any time and from time to time, including to adapt to, or stay ahead of, industry practices. If Partner believes it has been adversely impacted by any such updates, Partner's sole remedy is to terminate for convenience.

e. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY PRORATA AND THE PARTNER. PRORATA PROVIDES THE PRORATA OFFERINGS "AS IS." PRORATA AND PARTNER EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

f. The ProRata Offerings are and will remain under continual development. To the maximum extent permitted by law and except for any express warranties in this Agreement, ProRata makes no representations or warranties of any kind whatsoever. Without limiting the foregoing, ProRata disclaims any express or implied representation or warranty about any potential earnings under this Agreement, the availability of any feature in the ProRata Offerings, the availability of the ProRata Offerings to End Users, or the accuracy or fitness for a particular purpose of Answers.

10. Indemnification

a. Partner shall indemnify, defend, and hold harmless ProRata and its parent, subsidiaries and affiliates, and its and their representatives, officers, directors, owners, members, agents, and employees, and each of their respective assigns, heirs, successors and legal representatives (collectively, the "**ProRata Group**") from and against all third-party allegations, claims, losses, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, "**Losses**") to the extent resulting from, arising out, of or related to (i) Partner's breach or alleged breach of any of Partner's representations, warranties made in this Agreement, or (ii) the Partner Content, when used as permitted, including without limitation any claim that Partner, the Partner Content, the Partner Channels, and/or any other content, data or materials provided or made available hereunder by Partner ("Partner Materials") infringe any Intellectual Property Rights or violate applicable law. This paragraph will not apply to any claim to the extent that arises from any misuse of the Partner Content by ProRata not permitted under this Agreement. If Partner elects to implement the optional Distributed AI Search Widget, then Partner Materials will include the Partner Hosted Areas and any content or materials within the Partner Channels or Partner Hosted Areas.

b. Except for that which Partner indemnifies ProRata, ProRata shall indemnify, defend, and hold harmless Partner and its parent, subsidiaries and affiliates, and its and their representatives officers, directors, agents, and employees, from and against any Losses to the extent resulting from, arising out, of or related to: (i) ProRata's breach or alleged breach of any of ProRata's representations or warranties set forth above, or (ii) a claim that the ProRata Offerings (and/or the Query Widget) violate a third party trademark, trade secret, patent, copyright or privacy right under applicable law, except to the extent that such claim arises out of the combination of any part of ProRata Offerings with any part of the Partner Materials (defined below).

c. The parties agree that in claiming any indemnification hereunder, the Party claiming indemnification (the "Claimant") shall (i) promptly notify the other party in writing of the claim; (ii) grant the indemnifying party sole control of the defense (except that the Claimant may, at its own expense, assist in the defense); and (iii) provide the indemnifying party, at the indemnifying party's expense, with all assistance, information and authority reasonably required for the defense of the claim. In no event shall the indemnifying party enter into any settlement or agree to any disposition of the indemnified claim(s), without the prior written consent of the Claimant.

d. Should any part or all of the ProRata Offerings become, or in ProRata's opinion be likely to become, the subject of any claim of infringement, then ProRata, at its option and expense, will (i) procure for Partner the right to continue using them in applicable part to the extent contemplated herein, (ii) replace them in applicable part with a non-infringing version, or (iii) modify them in applicable part to make them non-infringing. If ProRata, despite its diligent efforts, is unable to provide any of the remedies described in the preceding sentence, then either Party may terminate this Agreement.

11. Limitation of liability

In no event will either Party be liable for any indirect or consequential losses or damages that may be suffered by the other Party, whether the same arise in contract, tort (including negligence) or otherwise howsoever, including without limitation those that fall within any of the following categories: (i) special damages even if the relevant Party was aware of the circumstances in which such special damages could arise; (ii) loss of profits; (iii) loss of anticipated savings; (iv) loss of business opportunity; (v) loss of goodwill; or (vi) loss or corruption of data. Subject to this section, a Party's total liability toward the other Party under this Agreement, whether arising in contract, tort (including negligence) or otherwise, shall be limited to the greater of $10,000 or the amount of payments paid by either Party under this Agreement in the twelve (12) months prior to the incident on which the claim is based. The exclusions and limitations set forth in this Agreement will apply to the fullest extent permissible by law, but, notwithstanding anything to the contrary, neither Party will exclude or limit liability for: (i) fraud or fraudulent misrepresentation, gross negligence, or willful misconduct; (i) payment obligations under this Agreement; (iii) a breach of confidentiality obligations; (iv) either party's breach of the other party's Intellectual Property Rights; or (v) either Party's express Indemnification or defense obligations in this Agreement.

12. Confidentiality

ProRata will implement and maintain industry standard technical, administrative, and physical measures to protect the Partner Content against unauthorized access, use, or disclosure. Neither party will use or disclose to any third party the other party's Confidential Information (as defined in this paragraph below) except as necessary for the performance of this Agreement or to disclose as needed to their business, legal, accounting or other representatives who are bound by a duty of confidentiality no less strict than that included herein. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other

party pursuant to a court order from a court of competent jurisdiction, provided that the party required to make such a disclosure gives reasonable prior written notice to the other party so that it may contest such order and in the event that disclosure is required, only discloses the portion of Confidential Information that its legal counsel advises is legally required. As used herein, "Confidential Information" consists of (a) any technical information as necessary to operate the ProRata Offerings in connection with Partner websites or apps; (b) any other information disclosed by one party to the other party that is marked as confidential or which a reasonable person would or should understand to be confidential; and (c) the content of this Agreement. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is obtained by the receiving party rightfully from a third party who/that has no duty of Confidentiality to the disclosing party.

13. Other terms

Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous communication and proposals (whether oral, written, or electronic) between ProRata and Partner with respect to the subject matter hereof.

Amendment. ProRata reserves the right to modify this Agreement from time to time, by updating these terms as posted online and/or in the applicable ProRata Offerings. Any such changes will become effective when notice is received or when so posted, whichever first occurs. If you object to any such changes, your sole recourse will be to terminate this Agreement. Continued use of the ProRata Offerings, products or services following such changes will indicate your acknowledgement of such changes and agreement to be bound by such changes.

Notices. All notices to be given pursuant to this Agreement must be made in writing and (i) delivered in person; (ii) sent by regular overnight delivery service; (iii) sent via certified mail, return receipt requested addressed to the Party at the address set forth below or to such other address as such Party may have given to the other in such manner. A notice shall be deemed made or given when received. Notices shall be sent to the addresses on the signature line.

Nonexclusive. The rights and licenses that each Party grants to the other Party under this Agreement are nonexclusive.

Independent Contractor. The Parties are independent contractors with respect to one another under this Agreement. This Agreement does not create a partnership, agency relationship, or joint venture between the Parties. Neither Party shall have the power or authority to bind the other or to create any obligation or responsibility on behalf of the other.

Assignment. Neither party shall assign this Agreement without the other party's prior written consent, except to successors in interest or otherwise via change in control, merger, or sale of its assets or stock. Any attempt to do other than as so permitted so shall be null and void.

Force Majeure. Neither Party will be liable for any failure or delay in performance under this Agreement for events beyond Party's reasonable control and occurring without a Party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, labor strikes (other than those involving the Party's employees), imposition of sanctions or export restrictions, acts or omissions of independent third parties, materials from unaffiliated third parties, unauthorized acts by End Users, cyber-attacks or malicious acts, or failures of service of any telecommunications or internet service providers (each a "Force Majeure Event"). The Party affected by the Force Majeure Event will use reasonable efforts to notify the other Party in writing of the Force Majeure Event including the likely or potential duration, if known.

Privacy. Each Party shall be considered an independent "controller" or "business" with respect to any "personal information," "personal data," or the equivalent, as the foregoing terms are defined under applicable privacy or data protection laws ("Privacy Laws"). Each Party shall be independently responsible for its compliance with Privacy Laws. If Party receives any personal information from the other Party, it shall ensure that it fully complies with any provisions of applicable data protection laws and regulation and only deals with the data to fulfil its obligations under this Agreement. If required by law, the Parties will enter into separate Data Processing Agreements or similar agreements.

Regulatory Inquiries. In the event that a Party (the "**Recipient Party**") receives any regulatory inquiry or correspondence regarding the ProRata Offerings in which the other Party (the "**Affected Party**") is named, (an "**Inquiry**"), the Recipient Party shall, to the extent not prohibited by applicable law or any regulatory authority: (a) notify the Affected Party of such Inquiry in writing within three ③ calendar days of receiving such Inquiry; (b) provide the Affected Party with all copies of documents and correspondence relating to the Inquiry without undue delay

after receipt or delivery of such documents or correspondence; (c) provide the Affected Party with a written certification at the conclusion of the Inquiry that the action required by the Privacy Laws has been taken in response to such Inquiry; and (d) not disclose any Confidential Information of the Affected Party to the applicable authority without the Affected Party's prior written consent.

Governing Law and Venue. This Agreement will be governed by the laws of California without regard to it conflict of law principles. The federal and state courts located in Los Angeles County will have sole and exclusive jurisdiction over any disputes arising hereunder, and the Parties hereby irrevocably submit to the personal jurisdiction of such courts.

No Third-Party Beneficiaries. Except as otherwise set forth herein, no third party is intended to be, nor will be, a third-party beneficiary of any provision under this Agreement, and Partner and ProRata will be the only parties entitled to enforce the rights and terms and conditions set out in this Agreement.

Survival. The following provisions will survive any termination or expiration of this Agreement: Sections 3, 8(e), 8(g), 9(d), 9(e), 9(f), and 10-13 of this Agreement, and any indemnifications or intellectual property rights as outlined herein, together with any provisions expressly stated to survive or which by their nature should survive.

Questions? Contact **partnerships@prorata.ai**