

THIS ENTERPRISE API LICENSE AGREEMENT (TOGETHER WITH ANY APPLICABLE ORDERING DOCUMENTS, THE “AGREEMENT”) GOVERNS YOUR ACCESS TO AND USE OF ANY HEDRA, INC. APPLICATION PROGRAMMING INTERFACES (“APIS”) AS DEFINED HEREIN. BY CLICKING “I AGREE” OR BY ACCESSING OR USING THE HEDRA APIS, YOU (“YOU” OR “CUSTOMER”) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT: (A) YOU ARE AT LEAST 18 YEARS OLD AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT; AND (B) IF YOU ARE USING THE HEDRA APIS ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT.

## 1. ACCESS TO THE API.

1.1. Solution; Access to the API. Hedra operates a social media and video content generation platform for users to create and export AI generated videos and video components (the “**Solution**”). Subject to the terms and conditions of this Agreement, Customer may access and use the application programming interface(s) (“**API**”) to access the component of the Solution for its internal business purposes only as designated in an order placed by Customer (each, an “**Order**”), provided that if an Order states that Customer is obtaining a license to provide the Solution and APIs as part of its platform to its end user customers (“**End Users**”), Section 1.5 shall apply. . Customer, together with those employees and contractors authorized by Customer (the “**Authorized Users**”), may use and access the Solution through the APIs. Customer’s access is a non-exclusive, non-transferable, limited use of the API for Customer’s internal business use only. Customer is not authorized to integrate the Solution or the API into Customer’s applications, products, or services unless Section 1.5 applies.

1.2. Ownership. Hedra retains all right, title and interest in and to the API, Solution and Documentation, including all intellectual property rights therein, and any improvements or enhancements thereto, and the foregoing are deemed Hedra’s Confidential Information. Customer acknowledges that this Agreement is not a sale and does not transfer to Customer title or ownership of the API, Solution or Documentation, but only provides for limited use for purposes as contemplated herein. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO HEDRA.

1.3. Feedback. Hedra may periodically request that Customer provide, and Customer agrees to provide to Hedra, feedback regarding the use, operation, and functionality of the API and/or Solution (“**Feedback**”). Such Feedback shall include, without limitation, any information about operating results, known or suspected bugs, errors or compatibility problems, suggested modifications, and user-desired features. Customer acknowledges that Hedra may use such Feedback to improve its products and services, including the API and Solution without obligation to pay compensation.

1.4. Restrictions. Customer shall not, and shall not permit its Authorized Users or any third party to: (a) modify or create any derivative works based on the API, Solution or any materials provided by Hedra relating to the API or Solution (“**Documentation**”), or any portion thereof; (b) reproduce the API, Solution or Documentation; (c) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the API, Solution or Documentation or provide access to the Solution to third parties on a service bureau basis or otherwise; (d) alter, modify, create derivative works of, reverse engineer, decompile, or disassemble the API, Solution or Documentation; (e) use the API or Solution to, or design or develop software to, upload or otherwise transmit any material containing software viruses, worms, Trojan horses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware; (f) write or develop any program based upon Solution or any portion of any of the Solution, or otherwise use the API or the Solution in any manner for the purpose of developing, distributing or making available products or services that compete with the Solution; (g) circumvent any technological measures or content restrictions incorporated within the Solution or otherwise attempt to ‘jailbreak’ the Solution or its underlying AI Services; (h) use the API in excess of permitted rate limits imposed by Hedra from time to time, or otherwise circumvent or attempt to circumvent any rate limit technology deployed by Hedra; (i) use any automated software, devices or other processes to “**scrape**,” extract, or download data from any of Hedra’s software, systems or platform to circumvent any API rate limits or in any other manner that damages or otherwise adversely impacts Hedra’s software, systems or databases or (j) use the API, Solution or Documentation other than as provided herein or in an Order. For the avoidance of doubt, a breach of any of the foregoing by Customer shall be considered a material breach of this Agreement.

1.5. End Users. In the event that the parties enter into an Order that permits Customer to provide the Solution and APIs to its End Users, (i) Customer is hereby given a limited, non-exclusive, non-transferable, limited use of the Solution and the API solely for the term of the Order in order to incorporate the Solution into its platform for use with its End Users; (ii) before making available the Solution or APIs to an End User through the Customer Application, Customer shall ensure that such End Users has agreed to legally

enforceable terms with Customer that are materially consistent with the Terms of Service regarding their use of the Solution and APIs; (iii) Customer shall be solely responsible for providing all required notices and statements and obtaining all necessary consents and authorizations from End Users to process their Content as contemplated herein and as set forth in the DPA and Customer shall maintain auditable records of all such End User consents and shall make such records available to Hedra upon request; (iv) Customer agrees that Hedra may derive statistical and usage data relating to its End User's use of the Solution (the "**Usage Data**") and Hedra may use the Usage Data for its lawful business purposes; (v) any restrictions and obligations applicable to Customer in this Agreement (including but not limited to Section 1.4) with respect to the use of the Solution and APIs and to Customer Content shall also apply to any End Users, and Hedra may suspend Customer's, or an End User's access to the Solution or APIs for any period during which an End User is, or Hedra has a reasonable basis for alleging an End User is, in noncompliance with the foregoing; (vi) Customer shall be liable hereunder for all acts and omissions of its End Users, including but not limited to the confidentiality obligations and restrictions of use hereunder; and (vii) all End Users' rights hereunder and access to the Solution and APIs shall terminate upon the termination of this Agreement or any applicable Order hereunder.

#### CUSTOMER CONTENT; AI SERVICES.

1.6. Customer Content. "**Customer Content**" means any data, information, graphics, videos and/or other materials provided or submitted by Customer or its authorized users for use in connection with the Solution, including prompts, and other input to the Solution (collectively, "**Input**") and any new videos or video components generated through the Solution in response to Customer's Input (collectively, "**Output**"). Customer, and not Hedra, is entirely responsible for all Input that Customer uploads, shares, posts, emails, transmits, queries, or otherwise makes available through or to the Solution. Customer acknowledges that Outputs are based on Inputs, and that Hedra has no control over any such Inputs. All Outputs are provided "**as is**" and with "**all faults**", and Hedra makes no representations or warranties of any kind or nature with respect to any Inputs or Outputs. Customer is solely responsible for its use of the Outputs created through the Solution, and for determining whether the Output is appropriate for its intended use. Customer represents and warrants that all of its uses of the Outputs shall comply with all applicable laws, rules, and regulations. Customer assumes all risks associated with its use of any Outputs, including any potential copyright infringement claims from third parties or any disclosure of Outputs that personally identifies Customer or any third party.

1.7. AI Services. The Solution utilizes certain artificial intelligence and deep learning platforms, algorithms, tools and models ("**AI Services**") to generate Output. Customer acknowledges and agrees that Hedra may share Inputs with the AI Services for this purpose. Customer acknowledges that additional license requirements may apply to certain AI Services. Customer shall review and comply with such requirements for the AI Services used, and Customer shall assume all risks associated with Customer's use of such AI Services. Hedra will have no liability for the unavailability of any AI Services, or any third party's decision to discontinue, suspend or terminate any AI Services.

1.8. Content Rights. Customer represents and warrants that (a) it has all applicable rights to provide Customer Content to Hedra for the provision of the Solution and to grant to Hedra the rights specified herein, and (b) Customer Content will not violate any third-party intellectual property or proprietary rights or the privacy rights of any individual or Hedra's [Acceptable Use Policy](#) except as otherwise provided herein. Hedra does not claim ownership of any Customer Content, provided that Customer agrees that Hedra is entitled to use Customer Content to provide and improve the Solution, including improving and training any algorithmic models underpinning the Solution, and to share the Customer Content with AI Services as necessary to provide the Solution.

1.9. Consents; Content Restrictions. Notwithstanding anything to the contrary set forth in Hedra's [Acceptable Use Policy](#), Customer shall have the right to upload certain photos, audio, video, or any other media containing identifiable individuals, provided that, in all cases, Customer must provide all required notices to, and obtain all applicable consents from, such individuals prior to uploading any such content. Customer shall maintain auditable records of all such consents and shall make all such records available to Hedra upon request. Except as set forth in this Section 2.4 (Consents; Content Restrictions), Customer Content must conform, and Customer's use of the API and Solution must comply at all times, with Section 3.6 (Content Restrictions) of Hedra's [Acceptable Use Policy](#).

2. **DPA**. The parties agree that any Processing of Personal Data (as such terms are defined in the DPA) shall be governed by, and the parties agree to comply with their respective obligations under, the Data Processing Agreement (the "**DPA**"). Customer shall be solely responsible for providing all necessary notices and obtaining all necessary statements, consents, and authorizations to process Customer Content and as set forth in the DPA. Customer shall maintain auditable records of all consents required pursuant to the DPA and shall make such records available to Hedra upon request. The DPA forms part of, and is incorporated within, this Agreement.

### 3. TERM AND TERMINATION.

3.1. Term. This Agreement is effective upon Customer's initial use of any Hedra API and shall continue until terminated in accordance with the terms of the Agreement or applicable Ordering Document. The Order will automatically renew unless either party provides written notice of non-renewal in accordance with the applicable Order.

3.2. Termination for Cause. Customer may terminate this Agreement, effective immediately upon written notice to Hedra, if Hedra breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Customer. In the event Customer breaches any provision of this Agreement (including non-payment of any Fees), or if Hedra is required to do so by law (e.g., where the provision of the Solution is, or becomes, unlawful), Hedra has the right to, immediately and without notice, suspend or terminate any access to the Solution. Customer agrees that all terminations for cause are made in Hedra's sole discretion and that Hedra shall not be liable to Customer or any third party for any such termination.

3.3. Termination for Convenience. Hedra reserves the right to terminate this Agreement or Customer's access to the Solution at any time without cause upon written notice. In the event Hedra exercises this termination right, Hedra shall provide Customer with a pro-rated refund of any prepaid but unused Fees for the then-current Term (if any).

3.3. Effects of Termination. Upon expiration or termination of this Agreement for any reason: (i) the rights granted to Customer hereunder will immediately terminate; (ii) Customer shall immediately discontinue any use of the API or the Solution and shall return or destroy all Documentation under its control; (iii) each Party shall promptly return or destroy all Confidential Information and property of the other Party; and (iv) Sections 1.2, 1.3, 1.4, and 2 through 9 will survive.

### 4. CONFIDENTIALITY.

4.1. Definition. As used in this Agreement, "**Confidential Information**" means any and all information disclosed by either Party to the other which is designated as confidential, or which should otherwise be understood to be confidential, including but not limited to, financial information, product plans, business plans, trade secrets, technology, or any other proprietary information, whether transmitted orally, in writing, or by any other media. Confidential Information does not include information the receiving Party can demonstrate was: (a) publicly available through no fault of the receiving Party, or (b) obtained from third parties not under confidentiality restrictions.

4.2. Non-Use and Non-Disclosure. Each Party agrees: (a) to use Confidential Information of the other Party solely in accordance with the provisions of this Agreement; and (b) not to disclose, or permit to be disclosed, either directly or indirectly, Confidential Information of the other Party to any third party except as otherwise necessary to provide the Solution or exercise the rights granted herein. Each Party shall safeguard the Confidential Information of the other Party using the same measures it uses to protect its own Confidential Information, but in no event shall either Party use less than reasonable care in safeguarding the Confidential Information of the other Party. Either Party may disclose Confidential Information of the other Party which required to be disclosed by law or order of a court or other governmental entity; provided that such Party provides the other Party with prompt notice of such requirement, assists the other Party in seeking a protective order or other protection, and only discloses that portion of the Confidential Information that is required to be disclosed, and provided further that any information so disclosed retains its confidentiality protections for all other purposes.

4.3. Use of Solution. Customer is responsible for maintaining the secrecy of any passwords or codes that provide access to the Solution, and such access codes shall be deemed the Confidential Information of Hedra.

4.4. Remedy. If either Party breaches, or threatens to breach the provisions of this Section 5, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

5. **FEES; PAYMENT**. Customer will pay Hedra all fees of the type and amount set forth in an Order ("**Fees**"). All Fees are non-cancellable, non-refundable, and non-recoupable. All invoices for Fees are due and payable in United States dollars within 30 days after the invoice date, without deduction or setoff. Interest accrues from the due date at the lesser of 1.5% per month or the highest rate allowed by law. Customer is responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out the Customer's obligations to pay the Fees (other than taxes based on Hedra's net income).

### 6. INDEMNIFICATION.

6.1. Indemnification. Customer shall indemnify and hold Hedra, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Hedra Party**” and collectively, the “**Hedra Parties**”) harmless from any third-party losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Customer Content, including any use of the Output by Customer; (b) Customer’s breach of Sections 2.3, 2.4, 3, or 5; (c) Customer’s breach of any rights of another party; (d) Customer’s violation of any applicable laws, rules, or regulations; and (e) any of the aforementioned by any End User. Hedra reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will fully cooperate with Hedra in asserting any available defenses.

6.2. Indemnification Procedure. Hedra will promptly notify Customer in writing of any threatened or actual claim or suit; and (b) Customer will have sole control of the defense or settlement of any claim or suit.

## **7. WARRANTY DISCLAIMER; RESPONSIBILITY.**

7.1. WARRANTY DISCLAIMER. THE API, SOLUTION, DOCUMENTATION AND ANY OUTPUT ARE PROVIDED “**AS IS**” WITHOUT WARRANTY OF ANY KIND. HEDRA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE API, SOLUTION, DOCUMENTATION OR THE OUTPUT INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, AND HEDRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. HEDRA DOES NOT REPRESENT OR WARRANT THAT THE CUSTOMER IS THE LEGAL OWNER OF THE OUTPUT, OR THAT THE INPUT OR OUTPUT ARE PROTECTABLE BY ANY INTELLECTUAL PROPERTY RIGHTS.

7.2. RESPONSIBILITY FOR USE. CUSTOMER, AND NOT HEDRA, SHALL BE SOLELY RESPONSIBLE FOR CUSTOMER’S USE OF THE API, SOLUTION, INCLUDING ANY USE OF THE CUSTOMER CONTENT AND DECISIONS MADE OR ACTIONS TAKEN BASED ON THE SOLUTION. CUSTOMER SHOULD EVALUATE THE ACCURACY OF ANY OUTPUT AND WHETHER IT IS SUITABLE OR APPROPRIATE FOR THE SPECIFIC USE CASE.

## **8. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTION 2.3, 2.4, 3, OR 5 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR USE OR LOSS OF DATA, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEDRA’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (A) THE AMOUNTS PAID TO HEDRA BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY; OR (B) ONE THOUSAND U.S. DOLLARS (\$1,000), WHETHER AN ACTION LIES IN CONTRACT, TORT, OR OTHERWISE. HEDRA IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD HEDRA LIABLE, FOR THE AI SERVICES OR ANY OUTPUT THEREOF, AND CUSTOMER AGREES THAT THE RISKS ASSOCIATED WITH AI SERVICES REST ENTIRELY WITH CUSTOMER. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.**

## **9. GENERAL PROVISIONS**

9.1. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without such consent, to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.2. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California.

9.3. Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (a) the date it was delivered by courier, or (b) if by certified mail return receipt requested, on the

date received, to the addresses set forth in an Order and to the attention of the signatory of this Agreement or to such other address or individual as the Parties may specify from time to time by written notice to the other Party.

9.4. Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.5. Force Majeure. Neither Party shall be liable for any delay or failure in performance due to acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics/pandemics, and similar occurrences beyond its control, whether or not foreseeable. Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of a delay which is excusable under this provision.

9.6. Publicity. Hedra may publicly list Customer as a customer of Hedra and, subject to Customer's brand guidelines, use Customer's trademark, trade name, and logo solely for marketing or promotional purposes.

9.7. Entire Agreement. This Agreement together with any attachments constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.