Terms of Service

These Terms of Service are the legal agreement ("**Agreement**") between you, the individual or entity agreeing to these terms ("**Customer**") and BabbleLabs, Inc., a Delaware corporation located at 1901 South Bascom Avenue, Suite 1700, Campbell, California 95008 ("**BabbleLabs**" or "**we**"). This Agreement governs Customer's access to and use of the services that we provide ("**Services**"). Please read this Agreement carefully. If you do not wish to accept this Agreement, do not use our Services.

Customer may accept this Agreement by accessing Services or by clicking the "I accept" or similar icon presented when creating a customer account with us.

If you are an individual accepting this Agreement on behalf of a Customer (such as your employer, for example), then you in your individual capacity represent and warrant to BabbleLabs that you: (1) have the legal authority to bind the Customer to this Agreement and, if applicable, commit funds on its behalf; (2) have read and understand all the provisions of this Agreement; and (3) agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind the Customer, do not accept the Agreement on its behalf.

1. Services.
    1. **Overview**. Services provide access to the BabbleLabs cloud-based audio processing platform to intelligently filter and enhance audio information. A full description of the platform is available in the developers' documentation at https://babblelabs.com/documentation/clear-cloud/ ("**Documentation**"). The Documentation includes an application programming interface ("**API**") to integrate Services into applications that Customer creates (each, an "**Application**"). The Documentation may also include sample code and other software tools (collectively, "**Sample Code**") to assist Customer in integrating Services into Applications.
    2. **Obligation to Provide Services**. Subject to the terms of this Agreement, BabbleLabs will use reasonable efforts to make Services available to Customer and the end users that it has authorized to use its Application ("**End Users**"). We may provide at no charge limited, revocable access to Services for Customer's own internal use solely in developing and testing Applications. All other uses may require that Customer subscribe at least one of the license packages offered on our website at https://babblelabs.com/. If Customer subscribes to a license package, then the functionality and availability of Services will be as specified in that license package. If Customer has not purchased a license package (or to the extent that its or its End Users' use of Services exceeds the usage or other parameters for Customer's purchased licensed package), then: (a) we may provide Services with such functionality as we in our sole discretion may determine, and (b) we may limit access to Services to a specified number of End Users, Application instances, or service requests as we may determine in our sole discretion.
    3. **Account Administration**. To subscribe to a license package, Customer must establish an account with BabbleLabs at its website, currently at https://babblelabs.com/. BabbleLabs will provide Customer with credentials for securely accessing its account and authentication tokens to permit Applications to access Services using entitlements purchased under the account (the credentials and tokens collectively referred to as "**Credentials**"). Customer must obtain from BabbleLabs a different authentication token for each Application that requests Services. Customer is responsible for any Applications deployed with Customer's assigned tokens and Customer's entitlement to Services will be consumed as those Applications make use of Services. Customer is responsible for the

security of its Credentials and for any transactions taking place using those Credentials. If Customer's Credentials are compromised, Customer must notify us immediately.

4. **Service Level Agreement**. Services are offered without a service level agreement.

5. **Location of Data**. Services will be provided from, and all related data will be stored on, servers located in the United States of America or such other locations as we may select.

6. **Changes to Documentation and Services**. We may update the Documentation from time to time. The Documentation may include technical specifications, including requirements and restrictions, as to how Applications may consume Services. Customer will ensure that its Applications comply with such specifications on an ongoing basis. We may add new tools, features or functionality to Services and we may condition Customer's access to such additions upon new terms and conditions, including payment of fees. We may make commercially reasonable updates to Services from time to time, and we will notify Customer in advance of material changes to Services if Customer has purchased a license package that expressly entitles it to such notification. We may discontinue or make backward-incompatible changes to any portion or feature of Services for any reason at any time without notice or liability to Customer or others; provided, however, that we may in our discretion give prior notice on our website if we intend to make backward-incompatible changes to Services.

7. **Suspension of Services**. BabbleLabs may, without liability (including any refund of prepaid fees) or notice, suspend or limit Services provided to Customer or through Customer's Applications, either in whole or in part, generally or with respect to specific End Users to the extent that: (a) Customer, its Application, or the manner in which its Application is used violates this Agreement; (b) there exists a situation in which an Application or its use (i) may disrupt Services, including provision of service to BabbleLabs' other customers; (ii) may cause a breach of security (including an unauthorized release of data at BabbleLabs' facilities or the facilities of any third party); or (iii) may be facilitating any criminal, tortious, or other unlawful acts; or (c) Customer is delinquent in paying amounts owed hereunder.

8. **No Other Services**. Except as expressly provided in this Section 1, there are no services provided under this Agreement. Additional services such as support, installation, customization, and training may be available for purchase from BabbleLabs or its reseller pursuant to a separate agreement at the provider's then-current terms and prices. No alleged breach of our obligation to provide support and maintenance will be a basis for any refund of fees paid for license packages. Customer (and not BabbleLabs) will provide support and maintenance services to Customer's distributors, resellers, customers, and End Users with respect to Customer's Applications.

2. Rights Granted.

    1. **Integration of Services**. Subject to the terms of this Agreement, and conditioned on Customer's timely payment of any license fees due hereunder, we grant to Customer a personal, non-exclusive, non-transferable, worldwide limited right and license during the term of this Agreement to integrate Services into Applications using the API.

    2. **Use of Services**. Subject to the terms of this Agreement, and conditioned on Customer's timely payment of any license fees due hereunder, we grant to Customer and End Users of Applications the non-transferable, non-exclusive, personal, revocable, worldwide right and license during the term of this Agreement to use and access Services, when and as available, solely through the API as embedded in such Applications.

    3. **Sample Code**. Subject to the terms of this Agreement, Customer may modify, use, and distribute Sample Code including for the purpose of integrating Services into Applications.

3. Customer Obligations

    1. **Application Requirements.** Notwithstanding any other provision herein, Customer's

and its End Users' license rights hereunder are conditioned upon Customer's and its Applications' conforming to the requirements of this Agreement and the technical requirements in the Documentation. Applications licensed hereunder must have substantial additional value beyond Services, and may not offer functionality competitive with Services.

2. **Relationship with Distributors and End Users**. Customer will be solely responsible for Applications and any services provided to Customer's distributors, resellers, customers, or End Users. BabbleLabs and its resellers make no warranty, and have no obligation to provide support or other services to Customer's resellers, customers, or End Users. Customer will make no promises, representations, or other statements to the contrary. Customer will defend and indemnify BabbleLabs and its suppliers and resellers from any claims or liabilities arising from or related to Customer's Applications, including claims by End Users or others based on the performance or non-performance of Sample Code or Services. Customer must enter into transactions with Customer's reseller, customers, or End Users on Customer's own account and not on behalf of BabbleLabs.

3. **Acceptable Use Policy**. Customer and its End Users must comply (and Customer must ensure that its Applications comply) with the BabbleLabs Acceptable Use Policy set forth in Schedule 1 to this Agreement ("**Acceptable Use Policy**"). Customer will immediately notify BabbleLabs if Customer becomes aware that Customer, an Application, or use of an Application by specific End Users violates the Acceptable Use Policy.

4. **Enforcement**. Customer is solely responsible for ensuring that its distributors, resellers, customers, and End Users take no action in connection with Customer's Applications that would, if taken by Customer, constitute a breach by Customer of its obligations under this Agreement. If Customer becomes aware that an Application or its use by a particular End User is in violation of this Agreement, it will immediately notify BabbleLabs, and, if practicable, suspend operation of such Application or of such End User's use of the Application.

5. **Subpoenas**. Customer is responsible for responding to all third-party requests (including subpoenas) relating to use of Services by its End Users.

6. **Other Restrictions**. Customer will not do (or permit others to do) any of the following with respect to Services: (a) use Services in excess of contractual limitations on usage specified in this Agreement or an Order Confirmation as defined below; (b) license, sub-license, sell, re-sell, rent, lease, transfer, or distribute Services or otherwise make them available for access by third parties except as expressly permitted hereunder; (c) reverse-engineer, decompile, disassemble, or otherwise access the software that we use to render Services, except and only to the limited extent that such activities are expressly permitted by applicable law notwithstanding this limitation; (d) remove or modify any copyright or propriety notices on, in, or displayed by Services; (e) use Services to reproduce, distribute, display, transmit, or use material in violation of copyright or other intellectual property rights; (f) use Services to create, use, transmit, or store viruses or other harmful computer code or otherwise engage in malicious acts or disrupt the security, integrity, or operation of Services; (g) access, erase, or disable any data or program on Services or interfere with or disrupt the integrity or performance of Services; (h) attempt to gain unauthorized access to Services or their related systems or networks; (i) use Services in connection with any Application, website or online service that is directed to children under 13 (or, for individuals located in the European Economic Area (EEA) under the age of 16) or through which the operator or provider of such Application, website, or online service knowingly collects personal information from such children; (j) use Services to collect, store, or process a voiceprint or other biometric identifier; or (k) use Services in any activity that could involve a risk

of injury or death to persons or physical damage to property, including but not limited to law enforcement, medicine, military operations, weapons, hazardous or explosive materials handling, nuclear power, or motor vehicle control or (l) use or allow any third-party to use Services to, directly or indirectly, develop or improve a similar or competing product or service.

4. Orders, Fees, and Payment.

    1. **Orders**. To make use of Services, Customer may need to subscribe to a license package from BabbleLabs. Subscriptions to license packages may be ordered through our website at https://babblelabs.com/, which describes the available packages including their prices and terms. We accept Customer orders by sending to Customer an order confirmation ("**Order Confirmation**") setting forth the specific package to which Customer has subscribed and confirming the prices and other terms applicable to that package, including in some cases: (a) functionality available on Services or (b) the parameters of permitted use of Services, such as the number of seconds of audio that may be processed per month through Services through each instance of Customer's Applications. Customer's rights hereunder are subject to the restrictions, conditions, and limitations specified in each Order Confirmation, so Customer should advise us immediately if it believes that an Order Confirmation does not accurately reflect the license package to which Customer has subscribed.

    2. **Service Fees**. Customer will pay to BabbleLabs its then-current fees for Services consumed by Customer and its Applications in accordance with the terms of Customer's Order Confirmation or (if prices are not specified on a Customer's Order Confirmation) our most recent published price list available on our website. As indicated on Customer's Order Confirmation, some license packages may allow Customer to a purchase a specified entitlement of Services for a specified fee. Customer agrees to pay us such specified fee whether or not Customer actually uses any or all of the specified entitlement. When the entitlement is specified on a periodic basis (such as monthly), Customer may not apply or "rollover") unused entitlement from one period to another unless otherwise provided in the applicable Order Confirmation. If use of Services through Customer's Applications exceeds the specified entitlement, then we will invoice Customer (and Customer agrees to pay) for the applicable fees for Customer's excess consumption of Services. In some cases, Services are provided at no charge up to a specified threshold. In those cases, we will charge Customer (and Customer agrees to pay) for consumption of Services beyond the applicable threshold. Services are billed on per-second of use based on the normal playback time of the audio information submitted by Customer for processing using the Services, with a 15 second minimum for each request invoked using the API. Our measurement of the use of Services is final.

    3. **Renewal**. As indicated on an Order Confirmation, a license package may be for a specified period of time (e.g., one year) and will automatically renew for like periods of time upon expiration of the then-current period unless either party notifies the other of its intention not to renew at least thirty (30) days before such expiration. The fees for renewal of license packages will be specified on our website or provided to Customer upon request, and are subject to change.

    4. **Payment Terms**. All orders are non-cancellable, and all fees paid to BabbleLabs are non-refundable except as otherwise expressly provided in this Agreement. Fees do not include sales or use tax, withholding tax, excise tax, VAT, customs duties, or any tax not based on BabbleLabs' net income, all of which Customer is responsible for paying (including penalties and interest) above and beyond the license fees due to BabbleLabs. We may condition delivery of Services on prepayment of all or part of any fees due for the purchased license package. If we elect to provide Services to Customer on credit, then our fees are due thirty (30) days after the date of invoice and we may suspend

Services if Customer's use of Services exceeds a threshold that we determine based on Customer's creditworthiness or otherwise. Late payments accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower, applied as of the date of invoice. Customer may issue a purchase order consistent with the terms of this Agreement, but a purchase order is not required. If Customer issues a purchase order, then it must be for the full amount of the fees due, and any additional or conflicting terms appearing in a purchase order will not amend this Agreement. If Customer elects to pay recurring charges by credit card or debit card, we will charge fees as due each monthly billing period.

5. Intellectual Property
    1. **Ownership**. Except as otherwise provided in this Agreement, each party retains its intellectual property rights arising under law. As between the parties, Customer owns all intellectual property rights in Customer Data and its Application. Customer agrees that all worldwide copyright and other intellectual property rights in Services, Website (including blog content), Documentation (including Sample Code), and APIs are the exclusive property of BabbleLabs and its suppliers. All rights in Services, Sample Code, and APIs not expressly granted to Customer in this Agreement are reserved by BabbleLabs and its suppliers. There are no implied licenses under this Agreement. BabbleLabs is a trademark of BabbleLabs, Inc. Except as specifically permitted by us in writing, Customer will not use BabbleLabs' trademarks or other marks that are confusingly similar to those of BabbleLabs and will not challenge the validity of any BabbleLabs trademarks.
    2. **License**. Customer hereby grants (and will require its End Users as a condition of using Applications to grant) to BabbleLabs a non-exclusive, royalty-free, worldwide limited right and license, with full rights to sublicense, during the term of this Agreement, to reproduce, distribute, make derivative works of, publicly perform, and transmit Application Data solely as necessary to process that Application Data through Services and for BabbleLabs' collection and processing of Application Data for the purposes described herein. Customer represents and warrants that it and its End Users will have the right and power to grant the license of this Section 5.2 and that Customer will defend and indemnify BabbleLabs from any claim inconsistent with such representation and warranty.
    3. **Feedback**. Customer will request features, provide suggestions, or provide other feedback (such requests, suggestions, and feedback referred to collectively as "**Feedback**") and Customer hereby grants to us a perpetual, irrevocable, fully-paid, royalty-free, non-exclusive, worldwide license to make, have made, use, sell, offer for sale, import, export, disclose, reproduce, distribute, create derivative works of, publicly display, publicly perform, and transmit Feedback.
    4. **Copyright Policy**. We may provide information to help copyright holders manage their intellectual property rights, and we may respond to notices of alleged copyright infringement in our reasonable discretion, and in accordance with applicable law and our DMCA notice policy posted on our Website and in Schedule 2 of this Agreement. Such response may include terminating or suspending access to Services by Customer or any End User or Application that we believe to be using or allowing use of Services to infringe a copyright.
    5. **Benchmarking**. Notwithstanding any other provision in this Agreement, if Customer publicly discloses directly or through a third party the results of any comparative or compatibility testing, benchmarking, or evaluation (each, a "**Test**") of Services, then Customer will also publicly disclose all information necessary for BabbleLabs or a third party to replicate one or more of the Tests. BabbleLabs or any other party may conduct the Test on any publicly available products and may disclose the results of such Tests

(which disclosure will include all information necessary for Customer or a third party to replicate the Tests).

6. Application Data.
    1. Definitions.

        1. **(a)** "**Application Data**" means any data or other information submitted through the Services, including Recordings.

        2. **(b)** "**Recordings**" means audio recordings of End Users' voices.

    2. **Customer Responsibilities.** Customer warrants and agrees that: (a) Customer's Applications and their use by End Users comply with all applicable privacy and data laws and regulations including, but not limited to, the U.S. Children's Online Privacy Protection Act (COPPA), the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the EU General Data Protection Regulation (GDPR), and any other laws or regulations in any applicable jurisdiction relating to the collection, processing, storage, and disclosure of personal data, including biometric information, or the collection or recording of audio or voice recordings (collectively, "**Privacy Laws**"); (b) Customer will post a privacy policy on its Applications which complies with applicable Privacy Laws and will otherwise provide adequate notice and obtain consent, as necessary, for Customer's processing of Application Data through the Services in the manner contemplated in this Agreement and for the transfer of Application Data to and between BabbleLabs, which may require the transmission of Application Data across national borders.

    3. **BabbleLabs' Application Data Use.** BabbleLabs may access and process Application Data solely for the purpose of developing, testing, improving, and otherwise rendering Services and performing its obligations under this Agreement and as otherwise provided in this Section 6.3. We will treat as Customer's Confidential Information, in accordance with Section 7 below, any Application Data (including Recordings) entered into Services by Customer or its End Users; provided, however, that to the fullest extent permitted by applicable law we may collect, use, and disclose Application Data or other data derived Application Data or from use of Services for analysis, benchmarking, analytics, marketing, and other business purposes, provided that if BabbleLabs discloses such data to third parties or to the public it will be deidentified, aggregated, or otherwise anonymized such that it does not reasonably identify Customer or any individual.

    4. **Data Processing and Security Terms**. BabbleLabs will implement and maintain an information security program comprised of reasonable physical, technical, and organizational safeguards designed to protect the security, integrity, and confidentiality of Application Data against unauthorized access, acquisition, disclosure, or use. In the event that BabbleLabs determines that unauthorized access, acquisition, disclosure, or use of Application Data has occurred, BabbleLabs will promptly notify Customer of such event and will reasonably cooperate with Customer's investigation of such event. If such event triggers any third-party notice requirements, Customer (not BabbleLabs) will be solely responsible for the timing, content, cost and method of any such notice and compliance with applicable laws. We may publish additional terms relating to data processing and security of Services and Customer agrees that such terms will be binding on both parties on a going forward basis thirty (30) days after notification to you subject to Section 11.3.

    5. **Back-up; Return; Deletion.** Customer is responsible for backing up all Application Data provided to BabbleLabs. BabbleLabs has no obligation to back up data or to deliver or return any Recordings or other Application Data to Customer or End User apart from

the processed output of Services. BabbleLabs will permanently delete or de-identify Application Data within ninety (90) days after termination of this Agreement.

7. Confidentiality
    1. **Definition**. "**Confidential Information**" means Application Data and other business or technical information of a party that is reduced to writing and marked "confidential." Confidential Information does not include information that was known to the recipient prior to the other party's disclosure of it, that was acquired by the recipient from a third party without restriction and not under a duty of confidentiality, or that was independently developed by the recipient as evidenced by the recipient's records kept in the ordinary course of business.
    2. **Obligations**. A party hereunder receiving Confidential Information of the other party will not disclose or use such Confidential Information except as provided herein, and will use reasonable measures to protect such Confidential Information from unauthorized disclosure. Subject to the foregoing, the recipient may disclose the Confidential Information of the other party to its employees, agents, or professional advisors who need to know it and who have agreed in writing (or, in the case of professional advisors, who are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to keep it confidential.
    3. **Exceptions**. Notwithstanding any provision to the contrary in this Agreement, the recipient of the other party's Confidential Information may disclose such Confidential Information to the extent required by law, regulation, or court order provided that the recipient uses commercially reasonable efforts to (a) promptly notify the other party in advance of such disclosure; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient reasonably determines that complying with them could: (i) result in a violation of law, regulation or court order; (ii) obstruct a governmental investigation; or (iii) lead to physical harm to an individual.

8. **DISCLAIMER OF WARRANTY. DOCUMENTATION AND SERVICES PROVIDED HEREUNDER ARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND. BABBLELABS HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS, OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT DOCUMENTATION OR SERVICES ARE ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF DOCUMENTATION OR SERVICES. TO THE EXTENT THAT BABBLELABS MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.**

9. **LIMITATION OF LIABILITY. IN NO EVENT WILL BABBLELABS, ITS LICENSORS, OR ANY RESELLER OF BABBLELABS'S FROM WHOM CUSTOMER ACQUIRED DOCUMENTATION OR SERVICES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COST OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATING TO THIS AGREEMENT OR CUSTOMER'S (OR ANY END USERS') USE OF OR INABILITY TO USE DOCUMENTATION OR SERVICES, EVEN IF BABBLELABS OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF BABBLELABS (INCLUDING ANY AFFILIATE OF BABBLELABS FROM WHOM CUSTOMER MAY HAVE**

ACQUIRED DOCUMENTATION) IN CONNECTION WITH THIS AGREEMENT AND DOCUMENTATION AND SERVICES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES (IF ANY) THAT CUSTOMER PAID FOR USE OR DISTRIBUTION OF SERVICES OR DOCUMENTATION DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THAT LIABILITY FIRST AROSE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT BABBLELABS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO LICENSOR OR OTHER SUPPLIER TO BABBLELABS WILL HAVE ANY LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO DOCUMENTATION OR SERVICES. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

10. **Termination**. This Agreement will remain in effect until terminated by either party in accordance with this Section 10 unless otherwise specified in Customer's Order Confirmation. Customer may also terminate this Agreement for any reason by giving written notice to BabbleLabs, in which case Customer will not be entitled to a refund of any previously paid fees. BabbleLabs may terminate this Agreement for any reason by giving Customer written notice and refunding to Customer any unused portion of prepaid fees. BabbleLabs may also terminate this Agreement (or suspend its performance hereunder), effective immediately upon written notice to Customer if Customer (a) fails to pay any portion of the fees hereunder when due or (b) otherwise breaches any provision of this Agreement. Upon expiration or termination of this Agreement for any reason, Customer's license rights hereunder terminate, and neither Customer nor End Users nor any other party will have any further right to access Services. Notwithstanding the foregoing, Customer's End Users will not be required to return or destroy copies of Applications upon expiration or termination of this Agreement, although they may be no longer able to access Services. Sections 3.2, 3.4, 3.7., 4.4, 5.1-5.5, 6, 7, 8, 9, 10, and 11 will survive expiration or termination of this Agreement for any reason together with any provision necessary for their construction.

11. General

    1. **Choice of Law and Venue**. Regardless of where Customer is located, this Agreement will be governed by the laws of the state of California, without giving effect to any choice of law principles that would require the application of the laws of a different country or state. Any legal action between Customer and BabbleLabs arising out of this Agreement or Customer's use of Services must be instituted exclusively in the courts located in Santa Clara County, California, and Customer consents to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

    2. **Compliance with Laws**. Customer will comply with all applicable export and import control laws and regulations in Customer's use of Documentation and Services and, in particular, Customer will not export or re-export Documentation without all required government licenses. Regardless of any disclosure made to BabbleLabs of an ultimate destination of Documentation including its accompanying technical documentation, Customer acknowledges that all such materials are being released or transferred to Customer in the United States and may be subject to U.S. export control laws and regulations, including regulations of the U.S. Bureau of Industry and Security. Customer will defend, indemnify, and hold harmless BabbleLabs and its suppliers from and against any violation of such laws or regulations by Customer.

3. **Amendment**. BabbleLabs may amend this Agreement from time to time. Amendments to this Agreement will become effective on a going forward basis thirty (30) days after they are posted except to the extent that the amendments apply to new functionality for Services, in which case the amendments are effective immediately. If Customer does not agree to the amended Agreement as it applies to functionality that is not new, then its sole and exclusive remedy is to give notice of objection to the amended terms to BabbleLabs within thirty (30) days after the objected-to amendments are posted, in which case BabbleLabs will either terminate this Agreement and refund to Customer any pre-paid, unused fees, or agree in writing with Customer that Customer will be governed by the version of this Agreement immediately preceding the objected-to amendments until it has consumed the Services for which Customer pre-paid prior to the posting of the objected-to amendments (with any other Services to be governed by the amended Agreement).

4. **Records**. Customer will permit BabbleLabs and its representatives to review and verify Customer's business records with respect to Customer's use of the Services to ensure compliance with this Agreement. BabbleLabs will give Customer at least ten (10) days' advance notice of any such review and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. BabbleLabs will treat Customer's records as Customer's Confidential Information in accordance with Section 7 above.

5. **Relationship Between the Parties**. The parties are independent contractors. Neither party is the agent, partner, employee, fiduciary, or joint venturer of the other party under this Agreement. There are no third party beneficiaries to the Agreement.

6. **Notice**. Except as expressly otherwise provided herein, all notices will be in writing and deemed delivered the earlier of (a) actual receipt; (b) delivery by a nationally recognized overnight courier (receipt requested) to the receiving party's address as specified herein or updated by written notice; or (c) receipt via electronic communications as evidenced by either party's contemporaneously created computer records. Customer's address for purposes of notice will be the address and e-mail address provided by Customer when registering for access to Services or on the applicable Order Confirmation.

7. **Publicity**. Either party may publicly state that it is a party to this Agreement and a provider or user (as the case may be) of Services.

8. **Attribution**. Customer may provide user-facing attribution to "BabbleLabs" in the format specified in schedule 3 of this Agreement. BabbleLabs may update the specified format from time to time (such as by changing its logo) and upon notice to Customer, Customer agrees to conform your attribution to BabbleLabs to the updated format. To the extent this attribution constitutes a trademark use, BabbleLabs hereby grants Customer a personal, nontransferable, revocable, worldwide license to do so only to the extent that the Application with which the mark is used complies with the quality control requirements of Section 3.2 above. Customer's use of any of the trademarks licensed hereunder inures solely to the benefit of BabbleLabs. BABBLELABS is a trademark and service mark of BabbleLabs. Except as specifically permitted by us in writing, you shall not use these trademarks or marks that are confusingly similar and you not challenge the validity of the BABBLELABS mark. BabbleLabs may at any time upon notice revoke on a going forward basis the permissions granted under this Section.

9. **Assignments**. Customer will not assign or transfer, by operation of law or otherwise, any of Customer's rights under this Agreement (including Customer's licenses with respect to Documentation and Services) to any third party without BabbleLabs' prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. BabbleLabs may freely assign its rights or delegate its obligations under this Agreement.

10. **Language**. This Agreement is in the English language and its English language version will be controlling over any other translation, except as otherwise required by applicable law. The parties to this Agreement have expressly required that the present Agreement and its Exhibits be drawn up in the English language. / Les parties aux presents ont expressement exige que la presente convention et ses Annexes soient redigees en langue Anglaise.

11. **Remedies**. Except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that Services contain valuable trade secrets and proprietary information of BabbleLabs and its suppliers, and that any actual or threatened breach of this Agreement by Customer will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses in addition to any other relief it may receive.

12. **Waivers**. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13. **Severability**. If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 8 and 9 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

14. **Entire Agreement**. This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement, and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by Customer to BabbleLabs will have no effect. If the terms of this Agreement conflict with Documentation, then the terms of this Agreement will control.

Visit BabbleLabs' website at https://babblelabs.com/

Schedule 1

Acceptable Use Policy

Anyone who accesses BabbleLabs services must adhere to the following acceptable use policy:

BabbleLabs services may not be used:

- to violate, or encourage the violation of, the legal rights of others, including intellectual property rights;
- to engage in, promote or encourage illegal activity, including illegal activity directed at BabbleLabs; or
- to disable, interfere with or circumvent any aspect of the services offered by BabbleLabs

Schedule 2

DMCA Notice Policy

It is BabbleLabs' policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act). If we receive such a notice for content hosted using our serivces, we will remove or disable access to that content subject to applicable laws and make a good faith effort to give notice of the claimed infringement to the customer or end user who has uploaded the content. If we do not receive a counter notification within 10 days after giving notice of the claimed infringement, then we will permanently delete the content.

You may notify us of alleged copyright infringement by contacting our designated agent at the following address. Be sure to include a complete description of your claim.

BabbleLabs Inc.
Attn: Designated Agent
1901 South Bascom Avenue
Suite 1700

Campbell, CA 95008

info@babblelabs.com
+1 (650) 409-7476

Schedule 3

Trademark Use Policy

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