

IMPORTANT: PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS OF THE CLOUDMINDS SERVICE ROBOT (“AGREEMENT”) CONTAIN THE EXCLUSIVE TERMS AND CONDITIONS BETWEEN [CLOUDMINDS TECHNOLOGY, INC.] (“CLOUDMINDS”) AND YOU (TOGETHER WITH THE ENTITY FOR WHICH YOU ACCESS OR USE THE PRODUCTS, “CUSTOMER” OR “YOU”), REGARDING ACCESS AND USE OF CLOUDMINDS’ PRODUCTS. YOU REPRESENT AND WARRANT THAT YOU HAVE ALL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER. BY ACCESSING OR USING THE PRODUCTS, YOU WILL CREATE A LEGALLY ENFORCEABLE CONTRACT WHERE CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT MODIFICATION.

IF YOU CANNOT OR DO NOT AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT, YOU SHOULD STOP USE SERVICE IMMEDIATELY.

CLOUDMINDS’ ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY CLOUDMINDS, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

TERMS AND CONDITIONS OF CLOUDMINDS SERVICE ROBOT

1. Definitions.

- a. “Equipment” means the equipment as specified or referenced in the applicable Service Order/Service Agreement.
- b. “Product” means, collectively, the Equipment, Software, computer programs, documentation, and other proprietary material provided or made available by CloudMinds to Customer.
- c. “Service Order(s)/Service Agreement” shall mean any service order/service agreement that CloudMinds entered into with its enterprise customer(s), pursuant to which CloudMinds is obligated to make the Equipment available for Customer’s use pursuant to this Agreement.
- d. “Software” means, collectively, the version(s) of the CloudMinds software program(s) set forth in the applicable Service Order(s)/ Service Agreement in object code format, together with documentation provided to Customer by CloudMinds, including updates, modifications or new releases of such software programs and documentation that may be provided by CloudMinds to the Customer from time to time.

2. Grant of License. Subject to Customer’s compliance with all of the terms and conditions of this Agreement, CloudMinds grants Customer a limited, non-transferable, nonsublicensable, nonexclusive right under CloudMinds’ intellectual property rights to use the Software (as defined below) only in accordance with the applicable user documentation provided by CloudMinds and only on (or in the case of documentation, with) the Equipment, and solely for Customer’s personal and non-commercial use (the “License”). Customer has no right to receive, use or examine any source code or design documentation relating to the Products.

3. Restrictions. Customer shall not (and shall not allow any third party to) (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever, (ii) remove any product identification, copyright or other notices, (iii) provide, lease, lend, use for timesharing or outsourcing or hosting or service bureau purposes or otherwise use or allow others to use the Products to or for the benefit of third parties, (iv) except as specified in the applicable user documentation provided by CloudMinds, copy, modify, incorporate into or with other software or create a derivative work of any part of the Products, (v) load or use any portion of the Products (whether or not modified or incorporated into or with other software) on or with any machine or system other than the applicable Equipment, (vi) interfere or attempt to interfere with the proper working of any Product or any activities conducted on any Product; (vii) bypass, circumvent or provide a method to bypass or circumvent any technological protection measures in the Products or that CloudMinds may

use to prevent or restrict access to any Product (or other accounts, computer systems or networks connected to any Product; collectively, “TPM”); (viii) transmit or use the Products over a network or otherwise use the Products in any manner that is not expressly authorize in this Agreement, or (ix) create or disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Products.

4. **Ownership of Products.** As between the parties, CloudMinds retains title to and ownership of and all proprietary rights with respect to the Products and all copies and portions thereof, whether or not incorporated into or with other software. The License does not constitute a sale of the Software or any portion or copy of it.

5. **Support and Synchronization.** This Agreement does not entitle Customer to any support, upgrades, patches, enhancements, or fixes for the Products (collectively, “Support”). Any such Support for the Products that may be made available by CloudMinds shall become part of the Products and subject to this Agreement. Customer acknowledges and agrees that (i) the Products may require automatic synchronization or contact with servers or systems hosted by or on behalf of CloudMinds periodically, (ii) CloudMinds may provide proprietary materials and contents to Customer through the Products in various formats as enabled by such synchronization; and (iii) that the Products may contain automated reporting routines or TPM that will automatically prevent the Products from being used in excess of any usage limitations (and/or provide notification of any such excess use).

6. **Termination of License.** This Agreement is effective until the expiration of the service term set forth in the applicable Service Order, unless terminated earlier pursuant to this Agreement. The License will terminate automatically if Customer fails to cure any breach of this Agreement. Upon termination, all rights and licenses granted to Customer (including the License) shall immediately terminate, and Customer shall immediately cease all use of the Products and return or destroy all copies of the Confidential Information and all portions thereof and so certify to CloudMinds. The following Sections of this Agreement shall survive termination: 3, 4, 6 through 14. Termination is not an exclusive remedy and all other remedies will be available whether or not the License is terminated.

7. **Warranty Disclaimer.** **THE PRODUCT IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND CLOUDMINDS (FOR ITSELF AND ITS SUPPLIERS) HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.**

8. **Limitations of Liabilities.** **EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER CLOUDMINDS NOR ANY OF ITS SUPPLIERS SHALL BE LIABLE WITH RESPECT TO THE PRODUCTS, SOFTWARE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS; (C) ANY MATTER BEYOND ITS REASONABLE CONTROL; OR (D) ANY AMOUNT IN EXCESS OF SERVICE FEE CUSTOMER PAID TO CLOUDMINDS UNDER EACH SERVICE ORDER OR SERVICE AGREEMENT.**

9. **High Risk Activities.** The Products are not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance (such as, without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, or weapons systems) in which the failure of the Products could lead to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). Accordingly, the License excludes any High Risk Activities and Customer agrees (a) not to use any Product with

respect to any High Risk Activities and (b) to indemnify CloudMinds and its licensors from all losses, claims, damages, costs, attorneys' fees and other expenses relating to such High Risk Activities.

10. Data Privacy. Customer acknowledges, agrees to and is bound by the Terms of Service and Privacy Policy on CloudMinds' website (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof, in which case the terms of this Agreement shall prevail with respect to the subject matter hereof.

11. Confidentiality and Feedback. Customer understands that CloudMinds has disclosed or may disclose information relating to its Products, technology or business ("Confidential Information"). Customer shall not use or disclose any Confidential Information except as expressly authorized in this Agreement and shall protect the Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Customer may, in its sole discretion, provide feedback to CloudMinds regarding the use, operation, performance, and functionality of the Products, including identifying potential errors and improvements (collectively, "Feedback"). Feedback shall be deemed as CloudMinds' Confidential Information. Customer hereby grants to CloudMinds a perpetual, irrevocable, worldwide, sublicenseable and royalty-free right to use the Feedback in any manner.

12. Government Matters. Customer shall comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. Customer will not export or re-export, or allow the export or re-export of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Customer represents that it is not a government agency and it is not acquiring the License pursuant to a government contract or with government funds. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13. Arbitration. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. The parties agree that a material breach of this Agreement adversely affecting CloudMinds' proprietary rights in the Products would cause irreparable injury to CloudMinds for which monetary damages would not be an adequate remedy and that the CloudMinds shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. **Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND CLOUDMINDS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

14. Miscellaneous. Although freely assignable and transferable by CloudMinds, the License and the Agreement (including all rights and obligations) are not assignable or transferable by Customer without the prior written consent of CloudMinds; any attempt to do so shall be void. Any notice, report, approval

or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth in the Service Order(s) for notices (or such other address as a party may designate by 10 days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. CloudMinds reserves the right to change the terms of this Agreement at any time upon prior notices to Customer. Customer may opt out of the changes within 10 days after the notice, in which event Customer may not be able to use certain updated features of the Products. Customer's continued use of the Products after the 10-day period shall constitute its acceptance of the changes. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.