#### **DEVELOPER TOOLS LICENSE AGREEMENT**

Effective Date: 7th Nov, 2018

This Developer Tools License Agreement (the "<u>Agreement</u>") is between **Samsung Electronics Co., Ltd.** ("<u>Samsung</u>") and the individual or entity that downloads, installs or uses the Developer Tools (as defined below) ("<u>Licensee</u>") (each a "<u>Party</u>" or jointly the "<u>Parties</u>").

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING, INSTALLING OR USING THE DEVELOPER TOOLS, YOU (A) IF ACTING AS AN INDIVIDUAL, REPRESENT THAT YOU ARE AT LEAST THE LEGAL AGE OF MAJORITY AND ABLE TO FORM A LEGALLY BINDING CONTRACT, AND CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT OR (B) IF REPRESENTING AN ENTITY, REPRESENT THAT YOU ARE LEGALLY AUTHORIZED TO BIND THE ENTITY AND THAT THE ENTITY CONSENTS TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.

IF YOU OR THE ENTITY DO NOT AGREE TO CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE "ACCEPT" BUTTON OR DOWNLOAD, INSTALL OR USE THE DEVELOPER TOOLS.

LICENSEE AGREES THAT SAMSUNG AND ITS LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE DEVELOPER TOOLS (AND ANY OTHER SAMSUNG TECHNOLOGY PROVIDED UNDER THIS AGREEMENT) AND ANY DOCUMENTATION, AT ANY TIME WITHOUT NOTICE, AND FURTHER AGREE THAT SAMSUNG MAY REVISE THIS AGREEMENT, INCLUDING ANY OPERATING RULES, POLICIES AND PROCEDURES, INCLUDING THE SAMSUNG PRIVACY POLICY ("SAMSUNG POLICIES") AT ANY TIME WITHOUT NOTICE BY UPDATING THIS POSTING. LICENSEE'S CONTINUED USE OF THE DEVELOPER TOOLS AFTER SUCH MODIFICATIONS HAVE BEEN MADE CONSTITUTES LICENSEE'S ACCEPTANCE OF SUCH REVISED AGREEMENT.

- 1 **Definitions** Capitalized words used in this Agreement shall have the following meanings.
  - 1.1 "Affiliate" means, with respect to a Party, a Person that Controls or is Controlled by, or is under common Control with, such Party.
  - 1.2 "<u>Applicable Law</u>" means all applicable laws, statutes and regulations, and all applicable orders, judgments, decisions, recommendations, rules, policies or guidelines passed or issued by any regulatory authority or any competent court, to the extent applicable to either of the Parties, as the same may be amended and in effect from time to time during the Term.
  - 1.3 "Authorized Users" means Licensee's employees or contractors authorized by Licensee, who have binding written agreements with Licensee to protect the unauthorized use and disclosure of Samsung's Confidential Information.
  - 1.4 "Confidential Information" has the meaning set forth in Section 8.
  - 1.5 "Content" means any and all content, data, ads, services, and other information or materials (including without limitations, WAP sites, websites, RSS feeds, texts, metadata, images, photos, videos, audiovisuals, ratings and comments) included in or otherwise made available through the Licensee Services.
  - 1.6 "Control" means the possession, direct or indirect, of the power to vote fifty percent (50%) or more of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.
  - 1.7 "<u>Data Compromise</u>" means any compromise in the security, confidentiality or integrity of any Personal Information, including unlawful or unauthorized access, use, acquisition, transmission, alteration, disclosure, deletion or destruction thereof.
  - 1.8 "Developer Tools" means all software (source code, object code), software development kits

- (SDKs), application programming interfaces (APIs), tools, documentation, data, files, libraries, materials, simulators, updates and any other related materials provided or made available to Licensee by Samsung under this Agreement for use in connection with the development and testing of the Licensee Services, including, without limitation, the Bixby Developer Tools (which may include APIs), Documentation, Bixby SDK, Bixby IDE (Integrated Development Environment), and Updates.
- 1.9 "Documentation" means any technical specifications, development guidelines, hardware schematics, hardware diagrams, technical layout and other specification or documentation that Samsung may make available or provide to Licensee for use in connection with the Developer Tools
- 1.10 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of any of the rights referred to in clauses "(i)" through "(v)" above.
- 1.11 "Licensee Service" means the applications and services developed by Licensee to enable Users to easily access Content through the Samsung Service, together with applicable upgrades, enhancements, fixes and versions that Licensee may deliver to Samsung.
- 1.12 "Licensee Marks" means the trade names, trademarks, service marks, designs, logos, domain names and other distinctive brand features owned and/or controlled, in whole or in part, by Licensee or its Affiliates and made available by Licensee for use by Samsung under this Agreement.
- 1.13 "Person" means a natural person, partnership, limited liability partnership, corporation, limited liability company, trust, unincorporated association, joint venture, or other entity or any federal, state or local government, agency, commission, department, or instrumentality.
- 1.14 "Personal Information" is information in any media that alone identifies or when used in combination with identifying information could reasonably be used to identify a natural person, including without limitation a person's first and last name, home or other physical address, telephone number, fax number, email address or other online identifier, social security number or other third-party issued identifier (including state identification number, driver's license number, or passport number), biometric data, health information, credit card or other financial information (including bank account information), IP address and cookie information, or any other device-specific number or identifier.
- 1.15 "Privacy and Security Laws" means all Applicable Laws worldwide (a) relating in any way to the privacy, security, creation, collection, access, recordation, organization, storage, use, alteration, retrieval, disclosure, destruction, retention, or transfer of Personal Information, including (i) the EU Data Protection Directive (Directive 95/46/EC) and any successor or replacement directive thereof (including the General Data Protection Regulation (the "GDPR"); (ii) the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.); (iii) the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d); (iv) the Payment Card Industry Data Security Standard, as such may be amended, restated, extended or otherwise superseded from time to time; (b) regulating unsolicited email communications; (c) related to security breach notification; (d) imposing minimum security requirements; (e) requiring the secure disposal of records containing certain Personal Information; and (f) concerning the information security of information technology systems.
- 1.16 "Samsung Device" means any consumer product manufactured by Samsung or distributed under a Samsung Mark in which the Samsung Service is implemented and enabled by Samsung at its sole discretion.
- 1.17 "Samsung Marks" means the trade names, trademarks, service marks, designs, logos, domain names and other distinctive brand features owned and/or controlled, in whole or in part, by Samsung or its Affiliates.

- 1.18 "Samsung Service" means technology, software, and services provided by Samsung and its Affiliates, including without limitation the intelligent personal assistant service(s), which allow a User to access contents and services via a natural language user interface, including but not limited to content recommendation services, widgets, applications and/or other services that may be provided by Samsung for pre-load or download on certain Samsung Devices
- 1.19 "Technology" means any inventions (whether or not patentable), ideas, concepts, processes, methods, know-how, designs, information, data, software programs (including source and object codes), application programming interfaces ("APIs"), documentations, specifications, techniques, software development toolkits, products, devices, apparatuses, works of authorship, and other forms of technology.
- 1.20 "Term" has the meaning set forth in Section 7.
- 1.21 "Third Party Software" shall mean any software, computer programming code or accompanying documentation owned by any third party including, but not limited to, any of following: (a) any software licensed from a third party; (b) any software placed in the public domain and accessible to anyone without any specific license terms attached thereto; (d) any software disclosed or distributed under a license that permits users to use, modify, improve or distribute such software and/or documentation and requires any or all of the following: (i) the making available of source code, object code and/or accompanying documentation of the software or any modifications to, or derivatives of, such software and/or documentation; or (ii) the granting of the right to distribute, use, create modifications to, or create derivative works from, such software and/or documentation at no charge or on a royalty-free basis; or (e) any software licensed under the Apache License, Artistic License, Berkeley Software Distribution License, GNU General Public License, GNU Library or Lesser General Public License, Mozilla Public License, Netscape Public License, Sun Community Source License or Sun Industry Standards License.
- 1.22 "<u>Updates</u>" means, in regards to the Developer Tools or the Samsung Service, as applicable, bug fixes, enhancements, modifications, new releases, new versions, supplements, updates or, upgrades.
- 1.23 "<u>User</u>" means any user of a Samsung Device who accesses the Licensee Service by means of the Samsung Service pre-loaded on, or downloaded to, such Samsung Device.

#### 2 Grant of License

- 2.1 <u>Developer Tools License</u>. Subject to the terms of this Agreement, Samsung hereby grants to Licensee a personal, limited, non-exclusive, revocable, non-sublicensable and non-transferrable license during the Term to:
  - (a) use the Development Tools solely for internal purposes of developing and testing Licensee Services that are designed to operate with the Samsung Service on Samsung Devices;
  - (b) for those portions of the Developer Tools that Samsung permits Licensee to download (which may, at Samsung's discretion, include, without limitation, the Bixby IDE and sample capsules) (the "<u>Downloaded Developer Tools</u>"), install a reasonable number of copies of such Downloaded Developer Tools on computers (which computers are and will be maintained in facilities owned, occupied or leased by Licensee), and use such Downloaded Developer Tools solely to the extent necessary to develop and test Licensee Services:
  - (c) for those portions of the Developer Tools that Samsung permits Licensee to access but not download (the "Accessed Developer Tools"), access and use such Accessed Developer Tools to the extent necessary to develop and test Licensee Services, and
  - (d) use and create a reasonable number of copies of the Downloaded Developer Tools, each with all copyright notices intact and in compliance with all requirements related thereto, including, attribution requirements, solely to the extent necessary to develop and test Licensee Services.
- 2.2 Access to the Samsung Service. In connection with Licensee's use of the Developer Tools

- under Section 2.1, Samsung may, at its discretion, permit Licensee to access and use the Samsung Service through one or more APIs in the Developer Tools. Licensee shall access and use the Samsung Service solely as permitted by Samsung, including, without limitation, as directed by Samsung in the Documentation, and solely for the development and testing of the Licensee Services under this Agreement.
- 2.3 <u>Contractors.</u> During the Term, Licensee may permit contractors to access and use the Developer Tools and access the Samsung Service, each to the extent permitted in Sections 2.1 and 2.2, respectively, solely to develop and test Licensee Services on behalf of Licensee, provided, however, (a) such Contractor shall be an Authorized User; (b) Licensee is responsible for each contractor's actions and inactions, including, without limitation, each contractor's compliance with this Agreement; and (c) any actions or inactions undertaken by such contractor related to the activities under this Agreement are deemed to have been taken by Licensee, and Licensee (in addition to such contractors) are responsible to Samsung for all such actions or inactions.
- 2.4 <u>Restrictions</u>. Except as expressly permitted under Sections 2.1 through 2.3, as a condition to the rights and licenses granted in Section 2.1 to the Developer Tools and Documentation and the access permitted to the Samsung Service under Section 2.2, respectively, and as separate covenants, Licensee shall not, directly or indirectly:
  - (a) use or access the Developer Tools, Documentation or Samsung Service for any illegal or unlawful purposes;
  - (b) incorporate any Developer Tools, Documentation, or Samsung Service into any Licensee Services:
  - (c) rent, lease, redistribute, sub-license, sell, transfer, timeshare, market or otherwise make any Developer Tools, Documentation or Samsung Service available to any third party for any purpose or by any means, including, without limitation, by interactive cable, remote processing services, service bureau or otherwise;
  - (d) modify, reverse engineer, decompile, disassemble or derive source code from any Developer Tools, Documentation or Samsung Service, or circumvent or disable any copy protection or security controls in the Developer Tools, Documentation or Samsung Service;
  - (e) combine the Developer Tools, Documentation, or Samsung Service with any other software or materials, such as open source software, that would require Licensee or Samsung to license, distribute or otherwise disclose or make available to third parties any portion of the Developer Tools, Documentation, or Samsung Service;
  - (f) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other proprietary rights notices on and in the Developer Tools, Documentation or Samsung Service; or
  - (g) incorporate any Third Party Software, or any derivatives of or modifications to Third Party Software, into any Developer Tools, Documentation or Samsung Service; or
  - (h) commit any act intended to interfere with Developer Tools or Samsung Service, the intent of this Agreement, or Samsung's business practices including, but not limited to, choosing a name for any Licensee Services that is substantially similar to the name of a Samsung's or third party's application in order to create consumer confusion, or squatting on application names to prevent legitimate Samsung's or third party's use.

### 2.5 Feedback; Notification.

(a) In order for Samsung to improve the Developer Tools and Samsung Service, Samsung may from time to time during the Term request Licensee to provide feedback regarding the use of the Developer Tools or Samsung Service and Licensee shall use its commercially reasonable efforts to promptly respond to such request ("Samsung Feedback"). During the Term, Licensee shall inform Samsung of present and probable malfunctions, defects or security problems with Developer Tools, Samsung Service

and/or Samsung Devices and shall provide reasonable cooperation at Samsung's request to further diagnose all such problems. Licensee agrees that Samsung Feedback hereunder shall belong solely to Samsung, and Licensee shall not have any right or license to the Samsung Feedback and the results and shall not file, nor cause to be filed, in any countries, without Samsung's prior written approval, any application for patent, or other Intellectual Property Rights covering or otherwise related to any Samsung Feedback.

(b) During the Term, Licensee shall promptly notify Samsung of: (i) any vulnerability or security issues within a Licensee Service; (ii) any discontinuation or suspension of service or support with respect to a Licensee Service; or (iii) other events requiring Samsung to suspend the access by a Licensee Service to Samsung Service ("Licensee Feedback"). Licensee hereby grants to Samsung and its Affiliates and their respective subcontractors and authorized distributors, without charge, a perpetual, irrevocable, royalty free, paid up, right and license (with the right to sublicense through one or more tiers of sublicensing) to use, copy, modify and create derivative works of Licensee Feedback for any purpose.

# 2.6 <u>Updates; Test Version; Announcements</u>.

- (a) Samsung may, at any time without notice, make any Updates to the Developer Tools or Samsung Service. If Samsung makes available any Updates, such Updates will be governed by this Agreement (unless a separate license is provided with the Update, in which case the terms of that license will govern the Update). Licensee acknowledges that Samsung has no obligation, whether express or implied, to announce or make available any Updates, or to provide any maintenance, technical or other supports in regards to the Developer Tools or Samsung Service. Where an Update is made available, such Update may have APIs, features, services and/or functionality that are different from those found in the Developer Tools or Samsung Service. Licensee shall implement an update to its Licensee Services within thirty (30) days of the date such Update is made available and, if required by Samsung, shall pass Samsung's internal test and take other procedures in accordance with Section 4, failure of which may result in improper function of Licensee Services due to incompatibility with an Updates to the Developer Tools and/or Samsung Service. Licensee is required to periodically check availability of any new Updates on the relevant Samsung web portals for proper function of Licensee Services.
- (b) From time to time during the Term, Samsung may provide Licensee with test versions of the Developer Tools.
- (c) From time to time, Samsung may provide Licensee with announcements or newsletters related to the Developer Tools, Samsung Service or any other area of Samsung's developer program, including, without limitation, information regarding Updates and new products (the "Announcements").

# 3 Intellectual Property Rights

#### 3.1 Ownership; Intellectual Property Rights

- (a) As between Samsung and Licensee, Licensee acknowledges and agrees that Samsung (or its Affiliates) owns all Technology (including, without limitation, all Developer Tools, Documentation, and Samsung Service) provided by Samsung (or its Affiliates) under this Agreement and all Samsung Feedback and retains all Intellectual Property Rights to such Technology and Samsung Feedback..
- (b) Except as expressly set forth in this Agreement, no licenses are granted by either Party to the other with respect to such Party's Technology (and, for Samsung, its Samsung Feedback) and all rights not expressly licensed hereunder are expressly reserved. Nothing in this Agreement restricts, or should be deemed to restrict, either Party's right to exercise any rights or licenses received from any third parties or to grant other similar rights or licenses to any third parties. Each Party acknowledges that its use of the other Party's

Technology (and, for Samsung, its Samsung Feedback) will not create any right, title or interest in or to such Technology (or, for Samsung, its Samsung Feedback). In the event that Licensee is determined to have acquired any right, title or interest in or to the Samsung's Technology or Samsung Feedback, Licensee hereby agrees to assign, and hereby assigns, to Samsung all such acquired right, title and interest in or to Samsung's Technology and Samsung Feedback and all Intellectual Property Rights thereto.

3.2 <u>Licensee Marks</u>. During the Term, and subject to the terms and conditions of this Agreement, Licensee hereby grants to Samsung and its Affiliates a non-exclusive, limited, paid-up, royalty-free, non-transferable, non-sublicensable, non-assignable right and license to use Licensee Marks solely to advertise, market and promote Licensee's acceptance of Samsung Service in any and all media (whether now known or hereafter developed). Any and all goodwill associated with Licensee Marks that arise in connection with the use hereunder will inure to Licensee's sole benefit. For the avoidance of doubt, Licensee has no right or license to use any Samsung Marks under this Agreement.

# 4 Licensee Service and Content Requirements

- 4.1 <u>Licensee Services</u>. Licensee represents, warrants, covenants and agrees that Licensee Services (i) will comply with all Applicable Laws; (ii) will satisfy all conditions and requirements as set out in this Agreement (including any Documentation); (iii) will be developed in strict compliance with the Documentation; (iv) will not infringe upon or misappropriate any third party Intellectual Property Rights or other proprietary right of a third party; (v) will not be used for nuclear energy equipment, air traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the Licensee Service to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses; (vi) will not disable, hack or otherwise interfere with any authentication, content protection, digital signing, digital rights management, security or verification mechanisms implemented in the Samsung Service or Samsung Devices; and (vii) will not contain any viruses, Trojan horses, malware, spyware, adware or other disruptive software, or any software code which is designed to disrupt, damage, or perform unauthorized actions on a computer system, or which transmits data from Samsung webservers or other computer systems of Samsung or any third party.
- Licensee's Content. Licensee is responsible for all of its Content, including, without limitation 4.2 the accuracy and storage of the Content. Licensee will provide Samsung with any Content requested by Samsung. Licensee represents, warrants, covenants and agrees that (i) the Content does not infringe upon or misappropriate any third party Intellectual Property Rights or other proprietary right of a third party; (ii) Licensee either owns the Content or possess all rights and/or licenses to the Content as contemplated by in connection with the Licensee Services; (iii) the Content will not contain any violent, sexual, or other objectionable material, including, without limitation, any material intolerant, offensive or otherwise offensive material regarding race, sex, religion, nationality, disability, sexual orientation, or age, or any material that is illegal or that may give rise to civil liability on the part of Samsung of any sort; and (iv) no Content will disable, hack or otherwise interfere with any authentication, content protection, digital signing, digital rights management, security or verification mechanisms implemented in the Samsung Service or Samsung Devices; and (v) no Content will contain any viruses, Trojan horses, malware, spyware, adware or other disruptive software, or any software code which is designed to disrupt, damage, or perform unauthorized actions on a computer system, or which transmits data from Samsung webservers or other computer systems of Samsung or any third party.

#### 5 Submission of Licensee Services for Distribution

5.1 <u>Submission of Licensee Services</u>. Prior to distribution, public release or public demonstration of the Licensee Services, pursuant to one or more related agreements required by Samsung (each a "Related Agreement" and collectively "Related Agreements"), Licensee may submit to Samsung the Licensee Services developed using the Developer Tools under this Agreement for Samsung's review and potential distribution by Samsung, at its discretion, to Users pursuant to the terms and conditions of the applicable Related Agreements, which will require Licensee's agreement to be bound by the terms of the applicable Related Agreement(s) and may further

require Licensee to follow and complete Samsung's internal registration procedures as required by Samsung at its sole discretion, which procedures may include, without limitation, Licensee signing up for Samsung web portals and accounts (subject to the terms and conditions applicable thereof), Licensee's submission of information regarding itself and the Licensee Service, and issuance of identification number with respect to Licensee and the Licensee Service and, if applicable, debug API keys. Anything in this Agreement to the contrary notwithstanding, Licensee acknowledges and agrees that Samsung has no obligation, under this Agreement or any Related Agreements, to distribute or otherwise make available to Users any Licensee Services developed by Licensee under this Agreement.

- 5.2 <u>Licensee's User Agreement</u>. Licensee may provide an end user license agreement in connection with its Licensee Services ("<u>Licensee End User Agreement</u>"), provided, however, the Licensee End User Agreement must comply and be consistent with all requirements of this Agreement, any Related Agreements and all Samsung Policies, and Licensee acknowledges and agrees that neither Samsung nor its Affiliates is a party to any Licensee End User Agreement nor does Samsung or its Affiliates have any obligations or liability under, or in any way in connection with, any Licensee End User Agreement.
- 5.3 <u>Support by Licensee</u>. In the event that Samsung accepts a Licensee Service for distribution under the Related Agreements, Licensee will be required to provide technical and product support as requested by Users or as otherwise described in the Related Agreements.

# 6 Marketing

- 6.1 <u>Public Announcements.</u> Other than as set forth in Section 3.2, this Section 6.1 and except for an announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of either Party, all media releases, public announcements or public disclosures by either Party or its employees or agents relating to this Agreement or its subject matter, or including the name, trade name, trademark, or symbol of the other Party, are prohibited without the prior written consent of both Parties. Notwithstanding the foregoing, in addition to the licenses grant in Section 3.2, Samsung and its Affiliates will, during the Term, be entitled to include Company's name and/or logo in Announcements and in customer lists within Samsung presentations without prior written consent.
- 6.2 <u>Marketing.</u> To the extent the Parties agree to jointly promote and market Samsung Service, the terms and conditions of such promotion and marketing will be mutually agreed upon by the Parties in a separate agreement.

# 7 Term and Termination

#### 7.1 Term and Termination of Agreement.

- (a) The "Initial Term" of this Agreement will commence on the on the Effective Date and will remain in effect for one (1) year, unless terminated earlier by either Party in accordance with this Agreement. Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term") unless either Party provides prior written notice to the other of its intention not to renew, not later than sixty (60) days prior to the end of then-current Term. The Initial Term, together with any renewal Term(s), will be referred to as the "Term."
- (b) Either Party will have the right to terminate this Agreement upon written notice to the other Party if such other Party: (i) is in material breach of its obligations under this Agreement and has not cured such breach within ten (10) business days of written notice thereof; (ii) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, files a petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; or (iii) violates Applicable Laws.
- (c) Either party may terminate this Agreement for convenience, for any reason or no reason, effective thirty (30) calendar days after providing the other party with written notice of its

intent to terminate.

- 7.2 <u>Suspension</u>. Effective immediately upon notice to Licensee, Samsung may suspend or terminate Licensee's use of Developer Tools, Documentation and Samsung Service if required by Applicable Laws or if Samsung determines in its sole discretion that: (i) Licensee Service(s) has a vulnerability or security issue or is not in compliance with this Agreement or the Documentation; (ii) Licensee has failed to implement Updates or upgrades necessary to safeguard Users as reasonably notified by Samsung; (iii) in the event of a Data Compromise; (iv) if Samsung has reason to believe that Licensee has breached this Agreement; or (v) for any other reason that would provide Samsung a right of termination under this Agreement.
- 7.3 Effect of Termination. Effective upon any termination or expiration of this Agreement, unless otherwise expressly set forth in this Agreement, each Party will immediately cease representing to the public any affiliation between it and the other Party in connection with the subject matter of this Agreement; and each Party will return to the other Party or destroy (at the other Party's request) all Confidential Information and Technology of such other Party. All licenses and rights of access granted by one Party to the other will immediately cease. Sections 1, 2.3, 2.4, 2.5, 3.1, 4, 6.1, 7.3, 8, 9, 10, 11, 12 and 13 shall survive any termination or expiration of this Agreement.

# 8 Confidential Information

- Licensee (a) shall safeguard all information and materials disclosed or otherwise made available by, or on behalf of Samsung, to Licensee that is identified as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential or proprietary to Samsung ("Confidential Information") by reasonable means using at least the same degree of care as Licensee accords to its own confidential information of like importance, but in no case less than reasonable care; (b) shall not use any Confidential Information for any purpose except its performance of this Agreement; (c) may disclose Confidential Information to its Authorized Users, but only (i) as necessary to facilitate Licensee's performance of this Agreement and (ii) under enforceable obligations to protect such Confidential Information pursuant to terms and conditions no less protective of disclosure than those contained in this Agreement; and (d) shall not reproduce or copy Confidential Information except to the extent permitted under this Agreement and then only to the extent necessary to further the purposes of this Agreement. Licensee shall not disclose any Confidential Information to any third party without Samsung's prior written consent, except as otherwise provided or authorized in this Section. Without limiting the foregoing, Licensee acknowledges and agrees that the Developer Tools, Documentation and Samsung Service are included as Samsung's Confidential Information.
- 8.2 Licensee may disclose Confidential Information as required by Applicable Law or legal process and such disclosure shall not be considered to be a breach of this Agreement, as long as Licensee gives Samsung advance written notice of the disclosures to the extent permitted by Applicable Law and, as soon as practicable, at Samsung's option, either (a) permits Samsung to seek measures to maintain the confidentiality of its Confidential Information or (b) limits disclosure to information required to be disclosed and takes reasonable measures to protect the confidentiality of the Confidential Information to be disclosed. If requested Samsung, Licensee shall require, if reasonably possible, and if not, shall request that Licensee cooperate with Samsung's efforts (at Samsung's expense) to limit disclosure and protect the confidentiality of such Confidential Information.
- 8.3 If requested by Samsung, within thirty (30) days after the expiration or any termination of this Agreement, Licensee shall (i) return or destroy, as Samsung may direct, and in the manner reasonably directed by Samsung, all material in any medium that contains, refers to, or relates to Samsung's Confidential Information and (ii) retain no copies except, to the extent necessary, one (1) copy solely for compliance with record retention requirements under Applicable Law. Licensee will not be obligated to erase Samsung's Confidential Information that is contained in an archived computer system backup made in accordance with Licensee's security and/or disaster recovery procedures, as long as such archived copy (A) will eventually be erased or destroyed in the ordinary course of Licensee's data processing procedures and (B) will remain fully subject to the obligations of confidentiality stated herein.

8.4 The obligations in this Agreement regarding Confidential Information shall not apply to, and Confidential Information shall not include, information which Licensee can demonstrate by documentary evidence (a) was rightfully in Licensee's possession prior to receipt from Samsung without restriction on use or disclosure; (b) was independently developed by Licensee without reference to Samsung's Confidential Information; (c) is or becomes publicly available, or is within the public domain, in each case through no action or default of Licensee or any person to whom it was disclosed by Licensee; or (d) is disclosed to Licensee by a third party without violation of restrictions, to Licensee's knowledge, on its disclosure or use.

# 9 Use of Personal Information and Data Compromise

- 9.1 Compliance with Applicable Laws. Licensee represents, warrants, covenants and agrees that Licensee will, in connection with the Licensee Services, collect, create, record, organize, store, use, alter, retrieve, disclose, destroy, retain, transfer and otherwise access (collectively "Use" or "Uses") Personal Information in strict compliance with all Privacy and Security Laws and all related Samsung Policies. Without limiting the generality of the foregoing, Licensee represents, warrants, covenants and agrees that (a) no Licensee Service will Use any Personal Information, including, without limitation, Personal Information of a User, without Licensee obtaining prior informed consent and (b) Licensee will provide clear, complete, concise and conspicuous information regarding Licensee's Uses of the Personal Information in connection with the Licensee Services and Use the Personal Information solely for the purposes for which consent was provided.
- 9.2 <u>Data Compromise</u>. Licensee will notify Samsung of any Data Compromise as a result of or in immediately or as soon as is reasonably practicable. In the event of such a Data Compromise, Licensee will: (i) promptly provide Samsung with a detailed description of the incident, the data accessed, a report of any investigation of the Data Compromise and such other information as Samsung reasonably may request; (ii) take prompt actions to remedy any vulnerability or deficiency related to the Data Compromise; and (iii) fully cooperate with Samsung investigating such Data Compromise. Licensee agrees that it will not inform, or permit any Affiliate, agent or subcontractor to inform, any third party of a Data Compromise without Samsung's prior written consent; provided, however, if disclosure is compelled by Applicable Laws, Licensee will use commercially reasonable efforts to obtain Samsung's approval regarding the content of such disclosure to minimize any adverse impact to Samsung.

#### 10 Disclaimer of Warranty

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### 11 Limitation of Liability

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#### 12 Indemnification

To the fullest extent permitted by Applicable Law, Licensee agrees to indemnify, defend and hold harmless Samsung, its Affiliates, directors, officers, employees and agents (each a "Samsung Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorney fees) (collectively "Losses") incurred by a Samsung Indemnified Party as a result of any third party claims that relates to or arises out of any of the following (a) any claim that the Licensee Service (whether alone or as part of a combination) and/or any Content violates or infringes any Intellectual Property Rights or other proprietary right of a third party; (b) the Licensee Services, including, without limitation, claims by any Users; (c) Licensee's breach of any obligation, covenant, representation or warranty under this Agreement, including, without limitation, any breach of any obligation, covenant, representation or warranty related to any Privacy and Security Laws; or (d) any use by Samsung or its Affiliates as permitted under this Agreement of the Licensee Services and/or Licensee Marks.

# 13 General

- 13.1 <u>Assignment</u>. Licensee may not assign this Agreement, in whole or in part, without the prior written consent of Samsung. Any attempt to do so without such consent shall be void and of no effect. Samsung may assign this Agreement without the prior written consent of Licensee. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective representatives, and permitted successors and assigns.
- 13.2 <u>Relationship of the Parties</u>. This Agreement shall not be interpreted or construed to create any association, agency, partnership, joint venture, fiduciary duty, or any other form of legal relationship between the Parties, and Licensee shall not represent the existence of any such relationship, whether expressly, by implication or otherwise.
- 13.3 <u>Third Party Rights</u>. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party.
- 13.4 <u>Development by Samsung</u>. Nothing in this Agreement limits or otherwise affects Samsung's right to acquire, develop, license, market, promote, or distribute any product or technology that competes with a Licensee Service or performs the same or similar functions as a Licensee Service does.

13.5 <u>Notices</u>. Any notices required to be served to Samsung shall be provided to Samsung in writing by personal delivery (notice deemed effective upon receipt), overnight courier, and will be deemed to have been fully given or made when: (a) personally delivered; or (b) three (3) days after being mailed via commercially reputable overnight delivery service, to the following address:

Attention: Al Strategy Group
Samsung Electronics Co., Ltd.

129 Samsung-Ro, Yeongtong-Gu, Suwon-Si, Gyeonggi-Do, 16677 Republic of Korea

Licensee agrees to receive notices and other communications to be made to Licensee pursuant to this Agreement by email, to the email address it submitted to Licensee when requesting access to the Developer Tools, and Licensee agrees that any notices that Samsung sends to Licensee by email will satisfy any legal communication requirements. A Party may change its email or mailing address by giving the other Party written notice in accordance with this Section.

- 13.6 <u>No Waiver</u>. Failure by Samsung to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of Samsung's rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or the right to take action in respect of a subsequent default by Licensee in the performance of or compliance with any of the terms and conditions set forth in this Agreement.
- 13.7 Remedies. Licensee acknowledges that disclosure, use or misappropriation of Confidential Information of Samsung in violation of this Agreement would cause Samsung irreparable harm for which there may be no adequate remedy at law. Accordingly, Licensee agrees that Samsung shall have the right to apply to any court of competent jurisdiction for injunctive relief and specific performance, without prejudice to any remedies otherwise available to Samsung at law or in equity.
- 13.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea, without reference to provisions on conflicts of law. All disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce; provided, however, that each Party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.
- 13.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the use of the Developer Tools and Documentation licensed hereunder and access to the Samsung Service and supersedes all existing agreements and all other oral, written or other communications between the Parties concerning this subject matter. If any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired.