TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OR PLATFORM OFFERED BY CAKE AI TECHNOLOGIES, INC., A DELAWARE CORPORATION (THE "COMPANY"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH COMPANY WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS (CUSTOMER AND COMPANY EACH REFERRED TO HEREIN AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES"). IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA COMPANY'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY COMPANY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. WITHOUT LIMITING THE FOREGOING, CUSTOMER'S ACCESS OR USE OF THE SERVICES OR PLATFORM IN ANY MANNER SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1.   **DEFINITIONS**. Certain capitalized terms used herein are set forth below. Other terms shall have their respective meanings set forth elsewhere in this Agreement and/or the applicable Order Form.

"Cake Environment Instance" means a Company-managed environment including Infrastructure, Platform, and Management Tools.

"Complimentary Hours" means Support Services made available to Customer on an applicable Order Form at no additional charge.

"Customer Data" means all data, information, computer code (including but not limited to machine learning models, pipeline code, tests describing expected model performance) and other materials that are either submitted by or on behalf of Customer to the Platform and/or in connection with the development of any Solution(s) developed on the Platform (if applicable). For avoidance of doubt, the Parties agree that Company does not receive or ingest any Customer Data, and Customer Data is not necessary for Company to provide the Platform or Services, except in connection with the development of any Solution(s) as set forth herein. Provided further, Customer Data does not include any Management Tools.

"Extended Support Services" means any combination of Support Services (i) beyond the number of Complimentary Hours set forth on an applicable Order Form, (ii) provided in service of support requests outside of the standard SLA (available at https://www.cake.ai/contract-sla), and (iii) provided in service of support requests relating to Solution(s) for which there is no support services listed on an applicable Order Form.

"Fee(s)" means the fees set forth on an applicable Order Form.

"Implementation Period" means the period that may be specified on an applicable Order Form as the Implementation Period.

"Implementation Services" means the implementation services that Company will provide to Customer as set forth in an applicable Order Form.

"Infrastructure" means the computing environment(s), component(s), and/or system(s), owned or operated by or on behalf of Customer as set forth in an applicable Order Form, on which Company will install, deploy, configure, set up, and manage the Platform for Customer. Infrastructure may include deployed cloud or on-premises environments, including managed Kubernetes environments (e.g., AWS EKS, GCP GKE, Azure AKS), cloud databases, file systems (e.g., AWS RedShift, RDS, EFS), network virtual private clouds, Identity and Access Management configuration, and other underlying hardware, servers, and systems.

"Initial Term" means the period specified on an applicable Order Form as the Initial Term.

"Management Tools" means Company's proprietary software applications that allow Customer to manage and monitor the Infrastructure and Platform.

"Order Form" means a Company issued Order Form that has been signed and executed by both Customer and Company that incorporates these Terms.

"Platform" means the set of managed components, systems, applications, software, configuration files, and related documentation which automatically or as used by Customer personnel, accesses, processes, transmits, and/or stores data on the Infrastructure, including for data exploration, training, testing, storing, and comparing machine learning models, pipelines, experiments, logs, inference services, and other AI/ML applications and parts thereof such as those included in the Cake Managed Components List, which can be found at https://www.cake.ai/contract-components (collectively, "Managed Components"), which may include Third-Party Components, and also includes any integrations or connections between such foregoing Managed Components, as well as any related documentation (including examples demonstrating potential use of such Managed Components) that are provided and managed for Customer by Company. For avoidance of doubt, Platform does not include Management Tools.

"Services" means (a) Implementation Services relating to both the Platform and, if applicable, Solution(s) (as defined below); (b) Company's provision of technical support, as described in https://www.cake.ai/contract-sla ("Support Services"); (c) Management Tools, and (e) other services as Company may offer to Customer as described on the applicable Order Form that incorporates these Terms, including without limitation any professional services (if applicable).

"Solution(s)" means one or more use cases developed and/or deployed on the Platform, each as described on the applicable Order Form. For the avoidance of doubt, use cases developed on the Platform solely by Customer with only standard Support Services are not considered Solution(s).

"Term" means the Implementation Period, Initial Term, or a Renewal Term (defined below in Section 4.1), as applicable.

"Third-Party Components" means third-party software, source code, or technology made available to Customer as part of the Platform, including any such open-source components.

2.   **LICENSES AND SERVICES**.

2.1.   **Services**. Company will use commercially reasonable efforts to provide to Customer the Services, including without limitation Implementation Services, Support Services, Management Tools, and other services provided that Customer makes the necessary Infrastructure available to Company.

2.2.   **Platform and Third-Party Licenses.** Upon completion of the Implementation Services, Company will make available to Customer the Platform on the Infrastructure. All Third-Party Components shall be subject to the licensing terms and conditions for such Third-Party Components ("Third-Party Licenses"), such Third-Party Licenses made available by Company to Customer at Customer's request. Subject to Customer's compliance with the terms and conditions of this Agreement, Customer's rights to use the Infrastructure and the Platform as deployed thereon shall continue following any termination or expiration of this Agreement, provided that Customer shall no longer receive Services from Company following such termination or expiration.

2.3.   **Licenses and Restrictions.**

2.3.1.   **Platform and Solution(s) License**. Company grants to Customer a perpetual, non-exclusive, transferable, sublicensable license to use the Platform and Solution(s) (to the extent applicable) as installed on the Infrastructure for Customer's internal business purposes, including with Customer's end customers; provided that (a) nothing herein grants to Customer any right or license with respect to any Third-Party Licenses, and (b) Company is not responsible for any Third-Party Licenses, or Customer's licensing or use of, or compliance with any Third-Party Licenses. Customer agrees that each of the Platform and Solution(s) is for Customer's internal use (and not for resale or for the benefit of any third party).

2.3.2.   **Platform and Solution(s) License Restrictions**. Except as expressly set forth herein, Customer will not (and will not allow any third party to) remove or otherwise alter any proprietary notices or labels from the Platform, Solution(s), or any portion thereof. Customer will use the Platform and Solution(s) only in compliance with (a) this Agreement, including the applicable Order Form, and any documentation, and (b) all applicable laws and regulations. For the avoidance of doubt, the foregoing restrictions in this Section 2.3.2 shall not apply to Third-Party Components used in

connection with the Platform or Services that are subject to an open-source license. In the event that Customer modifies any Managed Components without approval of such changes by Company, there shall be no guarantees made by Company regarding Support Services.

2.3.3. **Management Tools License.** During the Term of the Agreement, subject to Customer's compliance with the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable (except as set forth in Section 10.2), non-sublicensable license to use Management Tools during the Term.

2.3.4. **Management Tools Restrictions**. Customer will not (and will not allow any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of Management Tools; (b) modify, translate, or create derivative works based on the Management Tools; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to Management Tools; (d) use Management Tools for any benchmarking, timesharing, or service bureau purposes or otherwise for the benefit of a third party; or (e) remove or otherwise alter any proprietary notices or labels from Management Tools or any portion thereof. Customer will use Management Tools only in compliance with (i) this Agreement, including the applicable Order Form and any documentation, and (ii) all applicable laws and regulations.

2.4. **Implementation Period.** Subject to Customer's compliance with the terms and conditions of this Agreement, Customer is hereby granted a limited license to use the Services and Platform during the Implementation Period for its internal business and evaluation purposes. During the Implementation Period, Customer shall provide Feedback (defined below) and engage in the activities specified in the applicable Order Form. Upon (i) Customer providing written notice to Company prior to the end of the expiration of the Implementation Period of its intent to continue using the Services after the expiration of the Implementation Period, or (ii) material completion of the Implementation Services (as set forth in an applicable Order Form), such material completion to be acknowledged in writing by Customer (provided that Customer's acknowledgment or consent of such material completion shall not be unreasonably withheld), whichever earlier, this Agreement will automatically convert to and continue for the Initial Term subject to the terms and conditions of this Agreement. For clarity, subject to Customer's compliance with the terms and conditions of this Agreement, Customer's rights to use the Infrastructure and the Platform as deployed thereon shall continue following any termination or expiration of this Agreement, provided that Customer shall no longer receive Services from Company following such termination or expiration. There shall be no more than one Implementation Period for Customer.

3. PAYMENT; TAXES.

3.1. **Payment.** Fees are due and payable as set forth in an applicable Order Form. Company will invoice Customer as set forth in the Order Form. All Fees under this Agreement are due upon the date(s) set forth in this Agreement and are payable within thirty (30) days from the date of Company's invoice or as otherwise set forth in an applicable Order Form. Payment shall be made without any right of set-off or deduction. All payments made pursuant to this Agreement shall be made in U.S. dollars and are nonrefundable.

3.2. **Late Payment.** Any amount not paid when required to be paid under this Agreement shall accrue interest at the rate of one and one half percent (1.5%) per month (18% per annum) on the remaining amount required to be paid, or at the highest amount permitted by applicable law (if lower), such interest to accrue daily from the payable date until the remaining amount is paid.

3.3. **Taxes.** All Fees are exclusive of applicable local, state, federal, and international sales, value added, withholding, and other taxes, and duties of any kind. Customer shall be responsible for payment of such taxes and duties of any kind, provided however that Company shall be responsible for payment of taxes levied or imposed based upon Company's net income. Without limitation, Customer will be responsible for all applicable sales taxes unless it first claims a sales tax exemption by providing Company with an exemption certificate acceptable to the applicable authorities.

4. TERM AND TERMINATION.

4.1. **Term.** This Agreement shall commence on the Effective Date and continue for the duration of the then-current Term unless earlier terminated as set forth herein, which Term will automatically renew for successive terms of equal length, unless Customer notifies Company of its intent not to renew this Agreement at least sixty (60) days prior to the end of the applicable Term (each a "Renewal Term"). For the avoidance of doubt, the foregoing does not apply to the Implementation Period, which shall immediately terminate upon expiration of the then-current Term of the Implementation Period unless it converts to the Initial Term as set forth in Section 2.4. Unless otherwise expressly agreed in an applicable Order Form, Company reserves the right to change the fees and to institute new charges at the end of the Initial Term or then-current Renewal Term upon sixty (60) days' prior written notice to Customer (which may be sent by email), upon which Customer shall have the right to not renew the Agreement as set forth herein. For clarity, subject to Customer's compliance with the terms and conditions of this Agreement, Customer's rights to use the Infrastructure, Platform, and Solution(s) (if applicable) as deployed thereon, shall continue following any termination or expiration of this Agreement, provided that Customer shall no longer receive Services from Company following such termination or expiration.

4.2. **Termination for Breach.** Either Party may terminate this Agreement immediately in the event the other Party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days after receipt of notice of such material breach.

4.3. **Survival.** Sections 1, 2.2, 2.3.2, 2.3.4, 4.3, 5, 6.4, 7, 8, 9, 10, and all accrued rights to payment shall survive the termination or expiration of this Agreement for any reason.

5. PROPRIETARY RIGHTS.

5.1. **Platform, Services, and Management Tools**. Except for the licenses explicitly granted in this Agreement, all right, title, and interest in and to the intellectual property and proprietary rights of any nature in the Platform (except for Third-Party Components), and the Services, including Management Tools and derivative works, are and shall remain the exclusive property of Company and/or its licensors, suppliers, and contributors (if applicable), and nothing in this Agreement should be construed as transferring any aspects of such rights to Customer or any third party.

5.2. **Customer Data**. If Solution(s) are listed on an applicable Order Form, Customer hereby grants to Company a worldwide, non-exclusive, royalty-free license to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit Customer Data for the limited purpose of providing such listed Solution(s) to Customer. Except for the limited rights and licenses expressly granted to Company under this Agreement, no other license is granted, no other use is permitted, and Customer will retain all right, title, and interest in and to the intellectual property and proprietary rights of any nature in Customer Data. Customer bears all responsibility and liability for the accuracy and completeness of Customer Data provided to Company hereunder.

5.3. **Solution(s).** To the extent that Company creates any customized source code for Solution(s) as requested by Customer in an applicable Order Form (such customized source code, "Deliverables"), Customer shall, at all times, retain ownership of the Deliverables, and Company hereby assigns the Deliverables to Customer, provided that such assignment does not include any Background IP (as defined below) contained in such Deliverables. For avoidance of doubt, Deliverables do not include any Management Tools, Third-Party Components, Managed Components, or Implementation Services for the Platform. "Background IP" means all information, ideas, inventions, know-how, methods, processes, software, templates, tools, works of authorship, trade secrets and technologies that are owned or were developed by Company prior to this Agreement or independently from any of the Services provided to Customer under this Agreement, or that are in-licensed by Company from a third party, including any changes or extensions. To the extent that Company includes any Background IP in the Deliverables, then subject to all terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free right to use such Background IP as embodied in the applicable Deliverables, solely for Customer's use of the Deliverables as set forth herein and for no other purposes. Customer agrees that Company is free to reuse all generalized knowledge, experience, know-how and technologies acquired, learned, or developed in connection with its provision of Deliverables and the Services (including Background IP thereof), including, without limitation, that which it could have acquired performing the same

or similar services for another customer, provided that such use will not include Customer Data or Customer's Confidential Information.

5.4. **Feedback.** Company and its licensors, suppliers, and contributors (if applicable), reserve all rights not expressly granted in this Agreement. To the extent Customer provides Company with any feedback relating to the Services (including, without limitation, feature requests and feedback related to usability, performance, interactivity, bug reports, and test results, including with respect to any Solution(s)) ("Feedback"), Company shall own all right, title, and interest in and to such Feedback (and Customer hereby makes and agrees to make all assignments necessary to achieve such ownership), provided however Customer will retain all right, title, and interest in and to any Customer Data and Customer Confidential Information included in any Feedback.

6. WARRANTY AND DISCLAIMER.

6.1. **Warranties.** Company warrants to Customer that (a) any Services performed by Company under this Agreement will be performed in a professional and workmanlike manner, in accordance with general industry standards and (b) the Platform will perform in accordance with its documentation in all material respects.

6.2. **Exclusions.** Company's warranties in this Section 6 do not extend to problems that result from: (a) Customer's failure to implement updates issued by Company during the warranty period; (b) any alterations or additions to the Platform not performed by or at the direction of Company; (c) failures that are not reproducible by Company in a stand-alone environment; (d) Customer's operation of the Platform in violation of this Agreement or not in accordance with Platform documentation; (e) failures caused by software, hardware, or products not licensed or provided by Company; or (f) Third-Party Components.

6.3. **Remedies.** In the event of a breach of a warranty under this Section 6, Company will, at its discretion and cost, either repair, replace, or re-perform the Platform or Services or refund a portion of Fees previously paid to Company that are associated with the defective Platform or Services. The foregoing states Customer's exclusive remedy, and Company's sole liability, arising in connection with the limited warranties herein.

6.4. **Disclaimer.** EXCEPT AS SET FORTH IN THIS AGREEMENT, THE INFRASTRUCTURE, PLATFORM, AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND (INCLUDING DURING THE IMPLEMENTATION PERIOD), INCLUDING, BUT NOT LIMITED TO, WARRANTIES CONCERNING INSTALLATION, USE, OR PERFORMANCE. COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE INFRASTRUCTURE, PLATFORM, OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

7. **CONFIDENTIALITY**. Each Party ("Receiving Party") agrees that all code, inventions, algorithms, know-how, ideas, and all other business, technical, customer, and financial information, including Customer Data (if applicable), it obtains from the other Party ("Disclosing Party") are the confidential property of the Disclosing Party ("Confidential Information" of the Disclosing Party). The Receiving Party shall hold in confidence and not use or disclose any Confidential Information of the Disclosing Party other than in connection with performing its obligations or exercising its rights pursuant to this Agreement. Confidential Information shall not include information that Receiving Party can document: (a) is generally available to the public other than through breach of this Agreement; (b) is rightfully disclosed to Receiving Party by a third party without restriction; (c) was in Receiving Party's rightful possession without restriction prior to the disclosure to Receiving Party and was not obtained by Receiving Party either directly or indirectly from Disclosing Party; or (d) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party. Upon expiration or termination of this Agreement for any reason, each Party will return or destroy all copies of all Confidential Information of the other Party in its possession or control. Receiving Party may disclose Confidential Information as required by government or judicial order, provided Receiving Party gives Disclosing Party written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. The terms of confidentiality under this Agreement shall not be construed

to limit either Party's right to independently develop or acquire products without use of the other Party's Confidential Information.

8. **INDEMNIFICATION.**

8.1. Each Party will defend, indemnify, and hold the other Party harmless from and against all unaffiliated third-party claims and demands (including all losses, damages, and liabilities resulting from such claims and demands, and all related costs and expenses, including reasonable attorneys' fees and expenses) (collectively, "Losses") arising from or in connection with such Party's: (a) gross negligence or willful misconduct; or (b) breach of an express representation, warranty, or covenant of this Agreement.

8.2. Company will defend, indemnify, and hold Customer harmless against any Losses to the extent arising from any claim or allegation by a third party that the Platform and/or Management Tools infringes or misappropriates a valid United States patent, copyright, trademark, or trade secret or other intellectual property right of a third party. If the Platform and/or Management Tools (or components thereof) becomes or, in Company's opinion, is likely to become, the subject of an injunction, Company may, at its option, (a) procure for Customer the right to continue using such Platform and/or Management Tools (or components thereof), (b) replace or modify such Platform and/or Management Tools (or components thereof) so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not commercially practicable, then (c) terminate Customer's license to the allegedly infringing Platform and/or Management Tools (or components thereof) and refund to Customer a prorated portion of the prepaid and unearned Fees for the allegedly infringing Platform and/or Management Tools (or components thereof). The foregoing obligations shall not apply to: (i) any portions of the Platform and/or Management Tools modified by any party other than Company, if the alleged infringement relates to such modification, (ii) the combination or bundling of the Platform and/or Management Tools with any products, processes, or materials not provided by Company where the alleged infringement relates to such combination, (iii) use of a version of the Platform and/or Management Tools other than the version that was current at the time of such alleged infringement, as long as a non-infringing version had been made available to Customer, (iv) infringement or misappropriation of any proprietary right in which Customer has an interest, (v) Third-Party Components; or (vi) any Customer Data.

8.3. Customer will defend, indemnify, and hold Company harmless against any Losses to the extent arising from (a) any claims excluded under Section 8.2, or (b) Company's authorized use of any Customer Data.

8.4. Each Party's indemnity obligations hereunder shall be conditioned upon the indemnified Party providing the indemnifying Party with: (a) prompt written notice of any claim or allegation; (b) the option to assume sole control of the defense and settlement of any claim (provided that the indemnified Party may participate in such defense and settlement at its own expense); and (c) reasonable information, cooperation, and assistance in such defense or settlement.

9. **LIMITATION OF LIABILITY**.

9.1. **Exclusions.** EXCEPT FOR BREACHES OF CONFIDENTIALITY (SECTION 7) OR CLAIMS FOR INDEMNIFICATION (SECTION 8), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) ANY LOST PROFIT, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, SOFTWARE, OR TECHNOLOGY.

9.2. **Aggregate Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY (SECTION 7) OR CLAIMS FOR INDEMNIFICATION (SECTION 8), IN ANY EVENT, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAYABLE TO COMPANY (IN THE CASE OF CUSTOMER) OR ACTUALLY PAID TO COMPANY BY CUSTOMER (IN THE CASE OF COMPANY) DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CAUSE OF ACTION AROSE.

10. MISCELLANEOUS.

10.1. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

10.2. **Assignment.** Neither Party may assign this Agreement or its rights or obligations under this Agreement to any person or party, whether by operation of law or otherwise, without the other Party's prior written consent; except that either Party may assign this Agreement without consent in connection with a sale of all or substantially all of such Party's business or assets to which this Agreement relates. Any other attempt by either Party to assign this Agreement shall be null and void. Subject to the foregoing conditions, this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and permitted assigns. There are no other intended third-party beneficiaries of this Agreement.

10.3. **No Waiver.** Failure by either Party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. To the full extent permitted by applicable law, no action, regardless of form, arising out of this Agreement may be brought by Customer more than one (1) year after the cause of action arose.

10.4. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. In the event either Party initiates an action in connection with this Agreement or any other dispute between the Parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in New York, New York. The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and expenses.

10.5. **Notices.** Unless otherwise agreed to by the Parties, any notice, authorization, or consent ("Notice") required or permitted to be given or delivered under this Agreement shall be in writing, in English, and addressed and delivered to the following respective email addresses:

- **If to Customer**: The Contact Email Address specified in an applicable Order Form.
- **If to Company**: The following email address: legal@cake.ai.

Notice shall be deemed to have been received by a Party and shall be effective one (1) business day after being sent electronically with a confirmed electronic delivery receipt. Either Party may change its email address for receipt of Notice upon issuance of Notice thereof in accordance with this Section.

10.6. **Export Law Assurances.** Customer acknowledges that the Platform and/or Services may each be subject to export and import control laws and agrees to comply fully with all applicable laws. Customer agrees that the Platform is not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for: nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. government. Company hereby certifies that it is not prohibited by the U.S. government from participating in export or re-export transactions.

10.7. **Force Majeure.** Except for performance of a payment obligation, neither Party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, epidemics, acts of the other Party, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, or any causes beyond the reasonable control of that Party.

10.8. **Remedies.** Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each Party agrees that, in the event of any breach or threatened breach of Section 5 or Section 7, the non-breaching Party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching Party shall be entitled to

injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.9. **Endorsement; Publicity.** Upon Customer's prior written consent (which Customer may grant or withhold, in its sole discretion), Customer will be a reference for Company, participate in a Company case study, and/or participate in a press release regarding Customer's subscription to the Platform and/or Services, each as further discussed and mutually agreed by both Parties.

10.10. **Entire Agreement.** These Terms, together with all applicable Order Forms and exhibits hereto, comprise the entire agreement between the Parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be amended or modified in writing executed by both Parties. Company reserves the right to change, modify or remove portions of this Agreement at any time. Company will provide you with prior written notice prior to making any material changes by posting a notice on Company's website, by sending you an email and/or by some other means. Customer's continued use of the Platform and/or Services following the effective date of any such amendment constitutes Customer's agreement to any such amendment. The most current version of the Agreement will be posted at https://www.cake.ai/contract-terms. Company's acceptance of any document submitted by Customer to Company shall not be construed as an acceptance of provisions which are in any way in conflict or inconsistent with, or in addition to, this Agreement, unless such terms are separately and specifically accepted in writing by an authorized representative of Company.