



DEEPSTORY TERMS AND CONDITIONS FOR SUBSCRIPTIONS

**CLAUSE I.
SCOPE OF AGREEMENT AND DEFINITIONS**

1.01 These terms and conditions set forth the terms under which DEEPSTORY will provide access to the Platform (as defined below) to Subscriber. Capitalized terms in this Agreement are defined in Clause 1.02.

From time to time, DEEPSTORY may offer trials of the Platform for various periods of time with no further obligation. These trials are governed by these terms and conditions subject to the additional terms and conditions as expressly indicated in these terms and conditions.

1.02 **Definitions.** For purposes of this Agreement, in addition to capitalized terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

“Affiliate” means a legal entity that (a) owns and controls a party, directly or indirectly, or (b) is owned and controlled, directly or indirectly, by a Party, or (c) is directly or indirectly under common ownership and control with a Party;

“Agreement” means the Trial Subscription Agreement as signed by the Parties, together with the terms and conditions as set forth here below;

“Confidential information” means any business and technical information of a Party hereto that is treated as confidential by such Party and is disclosed to the other Party, and which includes but is not limited to any film scripts uploaded to the Platform, flowcharts, code, algorithms and the terms of this Agreement;

“Named User” means an individual who is authorized by Subscriber to access the Platform and who has been given a unique user name or identifier (regardless of whether the user has actually used those credentials to access the Platform). No more

than one individual may use an issued user name or identifier, and the sharing of such credentials is expressly prohibited.

“**Platform**” means the software platform developed by DEEPSTORY, by providing AI driven script & story generation.

“**Services**” means maintenance and support, training and professional services;

“**Subscription**” means the subscription to receive access to the Platform according to the terms and conditions as set forth here below;

“**Subscription Period**” means the defined period of time of the Subscription as set forth in the Subscription Agreement;

“**Term**” means the term of this Agreement, which is defined in Clause 8.01 hereof;

“**Subscription Agreement**” means the Subscription Agreement entered into by the Parties with regard to the use of the Platform by the Subscriber during a period.

CLAUSE II. ACCESS TO PLATFORM

2.01 **Appointment.** DEEPSTORY grants Subscriber, during the Subscription Period, a limited, a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide limited right to use the Platform, solely for the Subscriber’s internal business operations.

2.02 **Restrictions on use.** Subscriber shall not:

(a) sublicense, rent, lease, lend, encumber, pledge, copy, make available or distribute the Platform or any modified version of the Platform created by Subscriber or for Subscriber to any third party, except as expressly permitted by this Agreement;

(b) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Platform or that appear during use or installation of the Platform;

(c) reverse engineer, decompile, or disassemble the Platform, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

(d) modify, adapt or alter the Platform in any way, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

(e) transfer, use or export the Platform in violation of any laws or regulations of any government or governmental agency;

(f) share any of the information or generation obtained from the Platform with third parties prior to the start date of a paid Subscription Period.

2.03 Enforcement. In case of breach of the restrictions in 2.02, DEEPSTORY shall be entitled to the lump sum amount of 50,000 EUR, as damages for the losses that DEEPSTORY incurred as a result of such breach, notwithstanding the right of DEEPSTORY to claim the actual damages.

2.04 Affiliates. Subscriber may grant to Subscribers Affiliates the rights granted to Subscriber under this Agreement, so long as each Affiliate: (1) executes an Affiliate Agreement in substantially similar form to the agreement contained in Exhibit A hereto prior to exercising any rights under this Agreement; and (2) remains an Affiliate as defined herein. Subscriber will keep on file all executed Affiliate Agreements and deliver them to DEEPSTORY. Subscriber will unconditionally and irrevocably guarantee the Affiliate's compliance with the terms and conditions of this Agreement. Subscriber and Subscribers Affiliate will be jointly and severally liable for any breach of the terms of this Agreement by such Affiliate.

2.04 Ownership. All Subscriptions granted to Subscriber under this Agreement are subject to Subscriber's compliance with the terms and conditions of this Agreement. This Agreement does not transfer any ownership rights in the Platform and DEEPSTORY reserves all rights not expressly granted.

2.05 Trial From time to time DEEPSTORY may provide access to the Platform and/or Services on a trial basis, until the earlier of (a) the end of the free trial period as provided by DEEPSTORY or (b) the start date of a paid subscription agreement. Additional trial terms and conditions, not expressly incorporated in this Agreement, may appear on the Trial Subscription Agreement. Any such additional terms and conditions are deemed to be incorporated into this Agreement by reference and are legally binding.

**CLAUSE III.
SUPPORT SERVICES**

3.01 Support Services. DEEPSTORY shall provide **paying** Subscribers with limited support services during the Term of this Agreement or for a different period as agreed between the Parties. The scope of said support services is described in this clause.

3.02 Scope of Support. In using DEEPSTORY support, Subscriber agrees it will:

- a) provide DEEPSTORY with sufficient information and resources to correct the applicable support issue;
- b) promptly install all service packs provided by DEEPSTORY;
- c) procure, install and maintain all equipment, telephone lines, communication interfaces and other hardware necessary to access the Platform.

Subscriber is responsible for reading the release notes and any other available documentation before accessing the Platform. DEEPSTORY is not obligated to provide for the following:

- a) Issues caused by Subscriber's negligence, hardware malfunction or other causes beyond the reasonable control of DEEPSTORY;
- b) Issues caused by third party software not licensed through DEEPSTORY or provided by DEEPSTORY.

**CLAUSE IV.
OBLIGATIONS OF SUBSCRIBER**

4.01 Subscription fee and Expenses. Fees for the Platform and Services will be identified in the Subscription Agreement and are (a) due upon signing a Subscription Agreement or, for a renewal term, at the start of the renewal term, and (b) payable in accordance with 4.03. Fees are payable in EUR unless otherwise stated in the applicable Subscription Agreement.

4.02 Price Review. DEEPSTORY reserves the right to modify the fee at any time. Subscriber has the right to cancel the Agreement/Subscription at any time.

4.03 Payment Terms. DEEPSTORY will invoice Subscriber for fees and expenses upon Subscriber's execution of the Subscription Agreement, and up to thirty (30) days before the start of any renewal term. All amounts payable by Subscriber under this Agreement are due immediately after the date of DEEPSTORY's invoice of such amounts. If payment is not received by DEEPSTORY by the due date stated in the invoice, Subscriber may be assessed a finance charge (automatically accruing from the due date until payment is received, without any prior notice of default) of one percent (1%) of the unpaid invoice amount per month or the legal maximum, whichever is less. Subscriber will pay the full amount of all DEEPSTORY's invoices by bank wire transfer or electronic funds transfer with electronic remittance detail attached. Subscriber will include the Agreement number and the DEEPSTORY invoice number, if any, on each electronic payment. Subscriber may not withhold payment or make deductions to any payment prior to the issuance of a credit note by DEEPSTORY for billing errors or for any other appropriate reasons. DEEPSTORY reserves the right to suspend or cancel performance of all or part of the Platform or the Services and/or suspend Subscriber's right of access to the Platform in the event Subscriber is more than thirty (30) days past due on any undisputed invoice, and has failed to cure the payment deficiency within thirty (30) days of receiving written notice of the deficiency from DEEPSTORY.

4.04 Compliance with Subscription Requirements. Subscriber will inform Subscriber's employees, agents, and other individuals who have access to the Platform that the Platform: (1) is owned by DEEPSTORY; (2) may only be used subject to the terms and conditions contained in this Agreement; and (3) may not be copied, transferred or otherwise used in violation of such terms and conditions. Subscriber will use all commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the Platform.

4.05 Use of Subscription. To each Subscription a limited amount of Named Users shall be assigned on the Subscription Agreement. If one or more Named User are dismissed or if the cooperation with such Named User(s) permanently stops, Subscriber has the right to modify the Named User(s) with a new identity after request to DEEPSTORY. Subscriber shall give notice to DEEPSTORY of the MAC address of each Named User and possible replacements and must present written proof of dismissal or permanent termination of the cooperation with the original identity linked to the Named User(s). The Subscriber is not entitled to exceed the number of authorized Named Users licensed under this Agreement and the applicable Subscription Agreement.

4.06 Reporting. Subscriber must notify DEEPSTORY promptly if it has exceeded the number of authorized Named Users under this Agreement and the applicable Subscription Agreement. In its notice, Subscriber must include the number of excess Named Users and the date on which Subscriber exceeded its number of authorized Named Users. DEEPSTORY will invoice Subscriber for the applicable fees and Subscriber must pay such fees in accordance with 4.03.

4.07 Records Retention and audit rights. Subscriber must maintain accurate records necessary to verify the number of Named Users it authorizes. Upon DEEPSTORY's written request, Subscriber will provide DEEPSTORY with such records within twenty-four (24) hours. On the first request of DEEPSTORY, Subscriber shall provide an independent third party, hired by DEEPSTORY, with the right to examine, photocopy and audit all records and documents, in order to verify whether the Subscriber respects the provisions of this clause 4. In the event the Subscriber breaches clause 4.05, DEEPSTORY shall be entitled to the lump sum amount of 50,000 EUR per breach, as liquidated damages for the losses that DEEPSTORY incurred as a result of the breach, notwithstanding the right of DEEPSTORY to claim the actual damages. In addition to the liquidated damages, the Subscriber shall also be obligated to refund the third party audit costs to DEEPSTORY.

4.08 Assistance. Subscriber will provide all necessary access, Subscriber contacts and other information and cooperation as necessary for DEEPSTORY to effectively provide the Services.

4.09 Control. DEEPSTORY has the right to assign an external helpdesk to control the IT situation at the facilities of Subscriber in order to verify the Subscriptions. Subscriber shall respect the control operations of this helpdesk and shall not hinder them.

CLAUSE V. WARRANTIES AND INDEMNIFICATIONS

5.01 Warranty and Covenant of Original Development by DEEPSTORY.

(I) DEEPSTORY represents, warrants and covenants that: (a) it is and shall be the owner of all intellectual property rights in the Platform under copyright, trademark, trade secret, and other applicable law; (b) the Platform is and shall be of original development by (employees of) DEEPSTORY (in the conduct of their duties as employees) or by third parties who prepared such materials for DEEPSTORY pursuant to a contract between DEEPSTORY and said third party and who assigned to DEEPSTORY his or its right, title and interest in the Platform; (c) the Platform does not and shall not infringe or otherwise violate any copyright or trade secret of any third party anywhere in the world with the exception of software patents; (d) it has not received, as of the date of this Agreement, actual notice of any claim that the Platform or the use thereof infringes any intellectual property right of any third party anywhere in the world or that any third party has any proprietary interest in or to the Platform, or any invention, work of authorship, copyright, trade secret, know-how or a similar right to the Platform.

(II) If DEEPSTORY receives information concerning an infringement or misappropriation claim related to the Platform, DEEPSTORY may, at its expense and without obligation to do so, either (1) procure for Subscriber the right to continue to use the allegedly infringing Platform, or (2) modify the Platform or replace it with a functional equivalent, to make it non-infringing. If, as a result of an infringement or misappropriation claim, Subscriber's use of the Platform is enjoined by a court of competent jurisdiction, DEEPSTORY will, at its option, either procure the right to continue its use, replace the Platform with a functional equivalent, or modify the Platform to make it non-infringing; and in the event that DEEPSTORY is unable to provide any of the above through commercially reasonable efforts, DEEPSTORY terminate the Agreement or applicable Trial Subscription Agreement and refund any prepaid fees for all unused portions of the Subscription Period. The rights and remedies granted to Subscriber under this Clause 5.01 state DEEPSTORY's entire liability and Subscribers exclusive remedy with respect to any claim of infringement of the rights of a third party.

5.02 No warranties with regard to generated stories and scripts by DEEPSTORY

The Subscriber acknowledges that DEEPSTORY does not give any representation or warranty whatsoever with regard to any text generations, data, analysis, predictions, forecasts, projections or rankings generated by the Platform or provided by DEEPSTORY to the Subscriber in any other way. As a result, DEEPSTORY shall not be liable towards the Subscriber or any other person for any claim directly or indirectly resulting from or in connection with the generated text, data, analysis, predictions, forecasts, projections or rankings generated by the Platform or provided by DEEPSTORY to the Subscriber in any other way.

5.03 Free trial: no other warranties

Free trial access rights to the Platform and the Services are provided “as-is” without any warranty other than set forth in this Clause 5. Any data entered into the Platform and or Services will be permanently lost unless the subscriber purchases a paid subscription to the same Platform as those covered by the trial or exports such data before the end of the trial period.

CLAUSE VI. LIMITATION OF LIABILITY

(a) DEEPSTORY’s liability under this Agreement will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount paid by Subscriber to DEEPSTORY under this Agreement. In case of a free trial, DEEPSTORY shall not bear any liability under this Agreement.

(b) To the maximum extent permitted by applicable law, neither Subscriber nor DEEPSTORY, nor the Parties’ respective Affiliates or suppliers, will be legally responsible for any indirect damages (including, without limitation, consequential, special, punitive, or incidental damages, damages for loss of profits or revenues, loss of privacy, business interruption, or loss of business information), arising out of the use of or inability to use the Platform, or otherwise under or in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. Liability for these damages will be limited and excluded even if any exclusive remedy provided for in this agreement fails of its essential purpose. This exclusion of liability in this Clause VI (b) does not apply to either Party’s liability to the other for violation of its confidentiality obligation or of the other Party’s intellectual property rights.

(c) Except as specified expressly in this Clause VI, the limitations on and exclusions of liability for damages in this Agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict or product liability, breach of warranty, or any other legal theory, and even if any remedy fails of its essential purpose.

CLAUSE VII.

CONFIDENTIALITY

(a) Each Party may disclose to the other party Confidential Information as may be necessary to further the performance of this Agreement. Each Party agrees to treat the other's Confidential Information in the manner prescribed herein. Confidential Information may include, without limitation, the terms of this Agreement (including the Trial Subscription Agreements), scripted text, stories, scripts uploaded to the Platform, business partners, systems designs, pricing, cost data, financial information, business, sales, and marketing plans, products, product roadmaps, service programs, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software, and data. Confidential Information includes information designated in writing as confidential and any information a reasonable person would understand to be confidential or proprietary under the circumstances of its disclosure.

(b) Subscriber and DEEPSTORY shall protect the other Party's Confidential Information as follows:

(I) Except as specifically provided herein or otherwise permitted by the other Party in writing, each Party may disclose Confidential Information of the other Party only to those employees and agents required to have knowledge of same to perform their duties pursuant to this Agreement. Each Party shall require each such employee or agent to enter into a written non-disclosure agreement containing provisions substantially consistent with the terms hereof prior to the disclosure of Confidential Information to such employee or agent. Each Party shall treat the Confidential Information of the other Party with the same degree of care as it protects its own Confidential Information, and in no event less than a reasonable degree of care, and shall not disclose Confidential Information to a third party without disclosers written consent, or use the Confidential Information for purposes other than the performance of this Agreement.

(II) Except as may specifically be permitted herein, upon the termination of this Agreement, each Party shall return to the other, or, if so requested, destroy all Confidential Information of the other Party in its possession or control, except such Confidential Information as may be reasonably necessary to exercise the rights that survive the termination of this Agreement.

(c) The foregoing obligations of confidentiality shall not apply with respect to either Party's Confidential Information to the extent that it:

(I) is within or later falls within the public domain through no fault of the Party receiving the Confidential Information; or

(II) is, or becomes, available to the receiving Party from third parties, who, in making such disclosure, have breached no written confidentiality agreement; or

(III) is lawfully previously known by the receiving Party;

(IV) is independently developed by or for the receiving Party without use of the Confidential Information;

(d) In the event any Party receives a request to disclose any Confidential Information under the terms of a valid and effective order issued by a court of competent jurisdiction or a governmental body, such Party shall (I) immediately notify the Party that furnished such Confidential Information of the existence, terms and circumstances surrounding such request, (II) consult with such Party on the advisability of taking legally available steps to resist or narrow such request, and (III) exercise reasonable best efforts, at the expense of the Party producing such Confidential Information, to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information as may be disclosed. Any request to disclose Confidential Information as set out herein, shall not affect the confidentiality of the disclosed information.

(e) Nothing in this Clause prevents DEEPSTORY from disclosing the existence of this Agreement with the Subscriber and using this information in relations with existing and potential investors, subscribers and other relevant parties, it being provided that DEEPSTORY shall not disclose the terms of this Agreement except in accordance with this Clause.

**CLAUSE VIII.
TERM; TERMINATION**

8.01 **Term.** The Agreement shall be valid for the term as indicated on the Subscription Agreement. The Term will begin on the effective date of signing and remain in effect for the duration of any active Subscription Period, including any renewal terms, unless otherwise terminated in accordance with 8.02 or 8.03.

8.02 **Termination for Material Breach.** Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the other Party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the Party in breach shall have thirty (30) days to cure such breach or breaches and this Agreement shall terminate in the event that such a cure is not made by the end of said period. The claim of material breach justifying termination shall be limited to the specific breach set forth in the above written notice as explained.

8.03 **Termination in the event of bankruptcy.** If either Party files a petition in bankruptcy for liquidation, or ceases doing business in the ordinary course, this Agreement shall terminate forthwith.

8.04 **Consequences of Termination.** Upon termination of this Agreement, clauses V, VI, VII, VIII and IX shall survive the termination of this Agreement.

**CLAUSE IX.
MISCELLANEOUS**

9.01 **Entire Agreement.** This Agreement collectively sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

The Subscription Agreement (a) is deemed to incorporate this Agreement and all appendices and exhibits, unless otherwise expressly provided in that Subscription Agreement; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Subscription Agreement, notwithstanding any different or

additional terms that may be contained in the form of purchase order or other document used by Subscriber to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties regarding that Subscription Agreement, and supersedes any prior or contemporaneous agreements (verbal or written) with respect to the subject matter of the Subscription Agreement. In the event of any conflict between this Agreement, any appendix and Trial Subscription Agreement, this Agreement will take precedence unless otherwise expressly provided in the appendix or Trial Subscription Agreement. The original and binding text of this Agreement is in English and any translation is for reference purposes only.

9.02 Independent Contractors. In making and performing this Agreement, Subscriber and DEEPSTORY act and shall act at all times as independent contractors and nothing contained in this Agreement or any Trial Subscription Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between Subscriber and DEEPSTORY. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.

9.03 Amendments; Modifications. No amendment, modification or attempt to supersede or cancel any of the terms, covenants, representations, warranties or conditions hereof or any Trial Subscription Agreement shall be effective unless such amendment, modification or direction to supersede or cancel such term, covenant, representation, warranty or condition is executed in writing by Subscriber and DEEPSTORY or, in the case of a waiver, by or on behalf of the Party waiving compliance. No waiver by any Party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

9.04 Assignment. Subscriber shall not assign this Agreement (including through operation of law) to any third party other than Affiliates without DEEPSTORY's prior written approval which shall be not withheld unreasonably.

9.05 Severability. The provisions of this Agreement shall be severable, and if any of them are held invalid or unenforceable for any reason, such provision shall be adjusted to the minimum extent necessary to cure such invalidity. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not affect any other provisions of this Agreement.

9.06 **Intellectual Property.** DEEPSTORY retains all ownership and intellectual property rights to the Platform, the Services and all associated software. The Subscriber must not copy or use them in any way without our prior and written authorization.

9.07 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of Belgium without regard to conflicts of laws principles.

9.08 **Forum.** The exclusive jurisdiction and venue of any lawsuit between the Parties arising under this Agreement or out of transactions contemplated hereby shall be the courts of Antwerp, Belgium and each of the Parties hereby submits itself to the exclusive jurisdiction and venue of said courts for the purposes of such lawsuit. This choice of jurisdiction and venue does not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

9.09 **Counterparts.** This Agreement may be executed in any number of counterparts but at least one for each Party, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

9.10 **Effect.** The Agreement shall be binding upon and inure to the benefit of each Party hereto, and their respective successors and assigns.

9.11 **Force Majeure.** Force Majeure events shall excuse the affected party from its obligations under this Agreement so long as the event and its effects continue. Force Majeure events include, without limitation, Acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government. As soon as feasible, the non-performing Party shall notify the other party of (a) its best reasonable assessment of the nature and duration of the Force Majeure event, and (b) the steps it is taking to mitigate its effects. If the Force Majeure event prevents performance for more than sixty (60) consecutive days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice.

