

## SAGA TERMS OF SERVICE

Cyberfilm.AI Corporation (“Company”) licenses its cloud-based software platform known commercially as Saga pursuant to these terms of service or (if applicable) pursuant to the terms of a separate written agreement with you. Saga provides AI-powered tools for the next generation of creatives.

If you (or the legal entity you represent) have previously entered into a written agreement with Company providing for your ongoing license, rights and obligations in using Saga (a “Prior Agreement”), then that Prior Agreement continues in effect and controls as to your rights and obligations, rather than these Terms of Use. If you (or the legal entity you represent) have a Prior Agreement, by clicking “I agree” or by using Saga, you (or that entity) remain bound by the Prior Agreement.

Otherwise, these terms of service (“Agreement”) are a legal contract between you (if you use Saga in your capacity as an individual) or the legal entity you represent (such as your employer or a client to which you provide services) (“you”) and Company. Unless you have a Prior Agreement: (1) read all the terms of this Agreement carefully; (2) by clicking “I agree” or by using Saga, you agree to be bound by this Agreement; (3) if you do not agree to the terms of this Agreement, do not click “I agree” or use Saga or any part or feature of Saga.

### 1. DEFINITIONS

“Administrative User” means you, your personnel to whom you give administrator access rights for your use of Saga.

“Client User” means an individual or entity who is your employee, contractor, agent, or representative and who is authorized by you to use Saga for your benefit. For example, a Client User may be a screenwriter, director, producer, and other creative team member.

“Confidential Information” means any business, technical or financial information, materials, or other subject matter disclosed by one party (“Discloser”) to the other party (“Recipient”) that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, Confidential Information includes Customer Content.

“Customer Content” means, collectively, the Input and Output.

“Input” means the works of authorship, content, and information provided, submitted, uploaded or otherwise input to Saga by or for you, or by any User on your behalf, including story line, theme, subplots, and character information.

“Output” means the output from Saga based on the Input.

“Saga” means the Company’s software platform, known commercially as Saga, which provides AI-powered tools for the next generation of creatives. Saga is designed for use by screenwriters and uses AI to generate scripts, storyboards, and more. As used in this Agreement, the term

‘Saga’ includes any and all versions and modules or features of Saga, including any trial use version, basic version and any full functionality version.

“User” means an Administrative User or Client User.

The words “include” and “including” mean “including but not limited to.”

## 2. LICENSE; LIMITATIONS AND RESTRICTIONS

2.1 Subject to your compliance with the terms and conditions of this Agreement, Company hereby grants you (and Users authorized under your Account) a limited, revocable, non-exclusive, non-transferable license, without rights to sublicense, to use, solely via the Internet and only during the term of this Agreement, the applicable version of Saga that you have licensed under the Account, solely for your own personal or internal business purposes.

2.2 Your use of Saga is subject to all of the conditions, limitations and restrictions applicable to your Account, including, without limitation, any limitations on the maximum number of images per month, the maximum number of videos per month, the maximum number of Users, types of Users, the number projects that may be developed with Saga, the maximum number of concurrent projects, and limitations on the amount of Customer Content that may be stored within Saga. The limitations are normally identified in your subscription plan.

2.3 You must provide accurate and up-to-date account information. You are responsible for all activities that occur under your account, including the activities of any User who is given access to Saga under your account (an “Account”) or who accesses Saga through your Account. You may not make account access credentials available to third parties other than Users, share individual login credentials between multiple users on your Account, or resell or lease access to your Account or Saga. You will promptly notify us if you become aware of any unauthorized access to or use of your Account or Saga.

2.4 You are responsible for compliance by each User with these Terms of Service and Company’s acceptable use policy and other policies. Additionally, you will require all Users to (i) keep all passwords used to access Saga confidential and secure; (ii) not attempt to gain unauthorized access to Saga or its related systems or networks; (iii) and enter Input completely and accurately into Saga. you will not, and will cause all Users not to, impersonate another user or provide false user information or passwords or share accounts.

2.5 You are responsible for examining all results produced by Saga.

2.6 You shall comply with all applicable foreign, federal, state and local laws in your use of Saga.

## 3. INPUT AND CUSTOMER CONTENT

3.1 You are responsible for all materials, works of authorship, information and other Input uploaded, posted, transmitted or stored under your Account or through your use of Saga. You hereby grant Company and its affiliates a non-exclusive, royalty-free license, with rights to sublicense to its service providers (including AI service providers and cloud service providers)

and others, to use, reproduce, modify, display, perform and create derivative works of the Customer Content for purposes of providing Saga and otherwise performing and exercising Company's rights under this Agreement.

3.2 You, not Company, are solely responsible for the Input submitted or provided to Saga. You represent and warrant that you have all rights, licenses, and permissions required to provide Input to Saga. You are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case, including by utilizing human review as appropriate.

3.3 You agree not to use, nor permit any third party to use, Saga to upload, generate, provide, produce, post, distribute, link to, publish, reproduce, engage in or transmit any of the following: (a) illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable content, images, audio, video, other works of authorship, information or communications of any kind, including any that would give rise to criminal or civil liability under any local, state, federal or foreign law; (b) content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes an invasion or breach of any individual's privacy or other personal rights, including rights of publicity; (c) virus, trojan horse, worm or other disruptive or harmful software or content; and (d) works of authorship, information, content or material which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

3.4 Company will process and store Customer Content in accordance with Company's privacy commitments. Company will use Customer Content as necessary or appropriate to provide you with Saga, comply with applicable law, and enforce Company's policies. Company will not use Customer Content to develop or improve Saga.

3.5 Company reserves the right to monitor the Customer Content, and to remove or disable Customer Content that Company, in its sole discretion, determines to be illegal, pornographic, harmful, offensive, that creates liability for Company or its service providers, or that is otherwise in violation of this Agreement or Company policies. Company has no obligation to so monitor the Customer Content, however.

3.6 You acknowledge that due to the nature of our Saga and artificial intelligence generally, Output may not be unique and others may receive similar content from Saga. Responses that are requested by and generated for other users are not considered your Output. Company's assignment of Output below does not extend to other users' output or any content delivered as part of a third party product or service.

#### 4. OWNERSHIP

4.1 As between the parties and except for the licenses granted by this Agreement, (a) you retain all right, title and interest, including all intellectual property rights, in and to the Input and (b) to the extent permitted by applicable law, own all Output. We hereby assign to you all our right, title, and interest, if any, in and to Output. Saga is and will remain the property of Company and its licensors.

4.2 Company (and its licensors) retains all rights not expressly granted to you under this Agreement, including Company's (and its licensor's) right to sole ownership of the software platform that provides Saga. You do not have any implied rights.

## 5. OTHER COVENANTS, TERMS AND RESTRICTIONS

5.1 You agree not to (and not to allow any User or any third party to): (a) attempt or purport to sublicense or distribute Saga, or use Saga outside of the scope of the license granted to you in this Agreement; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile any software for Saga or otherwise attempt to discover any source code or trade secrets related to Saga; (c) rent, lease, sell, assign or otherwise transfer rights in or to Saga (except that you may allow Users to use Saga to access your Account as permitted by this Agreement, to the extent permitted within the permitted limits for your Account); (d) use, upload, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of Saga; (e) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with Saga for any purpose without the express written consent of Company; (f) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Company (or its affiliates) other than in the name of Company (or its affiliates, as the case may be); (g) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with Saga or any report or other output; or (h) directly or indirectly use Saga or any models or Output for purposes of developing a product, service or solution that is intended or designed to compete with Saga.

5.2 You represent, warrant and covenant to Company that: (i) you are of an age of majority (if you are an individual) and you have the power, authority or consent to enter into and perform this Agreement and to grant the rights and licenses granted by this Agreement and to undertake the obligations and liabilities you are accepting under this Agreement; (ii) all information provided by you and your Users to Company is truthful, accurate and complete; (iii) if you are paying by credit card, you (and any Authorized Administrator listed for the Account) are an authorized signatory of the credit or charge card provided to Company to pay the fees incurred on the Account; (iv) you will comply with all terms and conditions of this Agreement; (v) you have provided and will continue to provide accurate and complete registration information, including your legal name, address and telephone number; and (vi) you own or otherwise control and have sufficient rights, and have provided all notices and obtained all consents necessary, to provide all Input and other content for use by Company or otherwise in the manner contemplated by this Agreement, and none of the Input or other content infringes, misappropriates or violates any rights of any third parties, including any intellectual property rights or rights of publicity or privacy, or is illegal, obscene, pornographic, or objectionable.

5.3 If you are a legal entity and you have separately agreed (including by email), you hereby grant Company a non-exclusive, royalty-free license, with rights to sublicense, to use your name and logo in connection with advertising and marketing of Saga on the Company's corporate website and in its marketing and advertising materials. Where you have separately agreed (including by email), Company may also name you on its list of customers.

## 6. PAYMENT AND TAXES

6.1 Except for trial versions licensed during a limited trial period, Company charges a fee for use of Saga. you agree to pay all fees charged by Company for the use of Saga under your Account. Billings from Company on your Account will be done on a monthly or annual basis, as applicable, unless otherwise agreed by Company. Fees are due upon invoice issuance or the billing date. All fees incurred are non-refundable and, unless otherwise stated, are in US dollars. All fees and taxes, and any other charges, will be invoiced to the Authorized Administrator and Billing contact on the Account, and billed to the credit card, debit card, electronic transfer, or other payment method on file for the Account. Accounts on annual billing can elect the option to pay their invoice via electronic payment or check, with advance approval from Company in writing. You authorize Company and its third-party payment processor(s) to charge the payment method provided on your account on an agreed-upon periodic basis. Company may reasonably change the date on which the charge is posted. There will be no refunds or credits for partial months of service, upgrades, or unused months. Company has the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment.

6.2 Company reserves the right to deactivate your access to Saga and to suspend your Account for failure to pay applicable fees for the Account (by you or another person responsible for payment of fees on the Account). You agree to promptly pay Company in the event of any refusal of your credit card issuer to pay any amount to Company for any reason. You agree to pay all costs of collection, including attorneys' fees and costs, on any outstanding balance under the Account. If you fail to pay any amount when due, Company may immediately suspend or terminate your access to Saga.

6.3 You subscription to Saga will renew automatically at the then current level, unless you terminate your subscription pursuant to Section 9 below or Company terminates it. You must cancel your subscription before it renews in order to avoid incurring and being billed for subscription fees for the renewal term to your credit card.

6.4 You are responsible for, and will indemnify and hold Company harmless from, payment of all taxes (other than taxes based on Company's net income), fees, duties, tariffs, and other governmental charges, and any related penalties and interest, arising from the incurring or payment of fees to Company under this Agreement, or from the delivery, license or use of Saga. You will make all payments to Company free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Company will be your sole responsibility, and you agree upon request to provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as Company may reasonably request, to establish that such taxes have been paid.

6.5 Company may change its fees and its payment policies for Saga from time to time. The changes to the fees or payment policies are effective upon the date indicated by Company or the next renewal period, whichever occurs first. Those policies are incorporated herein by this reference.

6.6 Any amounts not paid when due are subject to a late fee and an interest charge at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

## 7. SERVICE RELATED TERMS

7.1 Company is expressly permitted to provide the Input to its AI service providers for use in providing Saga and host the Customer Content in the cloud using third party service providers. Company will provide it under confidentiality terms. Company does not warrant or guarantee that Saga or the Customer Content will be always available or available at any particular time, or secure or free from errors or defects.

7.2 You will not, and will not allow others to, sell, trade or transfer any Account to any other person or entity.

7.3 You agree that Company may send you communications about Saga and about other products and services. you agree that Company may send these communications and may contact you via email, and by providing them within Saga.

## 8. PRIVACY

8.1 Company and its affiliates will hold the Customer Content subject to the terms of its privacy policy (located at [www.writeonsaga.com/privacy](http://www.writeonsaga.com/privacy)). Each party will comply with all laws applicable to it in its performance of its obligations under this Agreement, including laws and regulations related to data security, protection and privacy. Company will implement and maintain an information security program that contains appropriate physical, technical and administrative safeguards designed to protect the security, confidentiality and integrity of Input within its control against unauthorized access, disclosure, transfer, destruction, loss, alteration, or use reasonably foreseen by Company.

8.2 If you use Saga to process personal data, you must (a) provide legally adequate privacy notices and obtain necessary consents for the processing of personal data by Saga, (b) process personal data in accordance with applicable law, and (c) if processing “personal data” or “Personal Information” as defined under applicable data protection laws, execute a data processing addendum with Company.

8.3 You agree not to use Saga to create, receive, maintain, transmit, or otherwise process any information that includes or constitutes “Protected Health Information”, as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103), unless you have signed a Healthcare Addendum and Business Associate Agreement (together, the “Healthcare Addendum”) with Company prior to creating, receiving, maintaining, transmitting, or otherwise processing such information.

## 9. TERM AND TERMINATION

9.1 This Agreement begins upon your acceptance of this Agreement. This Agreement will automatically terminate if you fail to comply with its terms. If you have a free, promotional or trial version of Saga, this Agreement will automatically continue upon the conclusion of the free, promotional or trial period (and thereafter incur fees) unless you cancel your Account (using the online Saga account cancellation form) in advance of the free, promotional, or trial period ending. Unless you purchase Saga for a committed duration, either party may terminate

this Agreement at any time for any reason or no reason whatsoever. To terminate this Agreement, you must use the online Saga account cancellation forms.

9.2 Both you and Company may terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings.

9.3 You acknowledge that Company may discontinue all or part of its Saga service offerings at any time, and may remove, add, or change any features or functionality of Saga and any related service offering without notice. Company may also suspend your access to Saga at any time (i) if required to do so by law, (ii) if you are in breach of this Agreement (including any Company acceptable use or other policies), (iii) if Company suspects you are in breach; to protect Company and its customers from damage or injury, (iv) to prevent a security risk or other credible risk of harm or liability to us, Saga, or any third party, or (v) for any other valid reasons as determined by Company in good faith. Company will use reasonable efforts to notify you of any suspension or termination and, where Company determines it to be appropriate, give you the opportunity to resolve the issue prior to suspension or termination.

9.4 In the event of termination or expiration of this Agreement: (a) you will not be entitled to any refund of any fees you previously paid; (b) any outstanding balance for the Account and any other unpaid amounts which relate to Saga and/or this Agreement will be immediately due and payable in full; (c) Company will delete all Customer Content from Company's systems within 30 days, unless Company is legally required to retain it; (d) all of the licenses granted to you under this Agreement will terminate; and (e) Company will stop providing Saga to you and your Users, and you must cease using Saga.

9.5 The definitions and the rights, duties and obligations of the parties that by their nature continue and survive, including your obligation to pay all fees, taxes and amounts owed to Company, shall survive any termination or expiration of this Agreement.

## 10. GOVERNMENT RESTRICTIONS

You must comply with all applicable trade laws, including sanctions and export control laws. Saga may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Saga may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government license for release or export. Saga was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto. Any use of Saga by the U.S. government is governed solely by the terms of this Agreement.

## 11. NO WARRANTY

11.1 SAGA AND THE OUTPUT ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY,

OR OTHERWISE. COMPANY HEREBY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND SATISFACTORY QUALITY AND THOSE ARISING FROM COURSE OF DEALING AND USAGE OF TRADE.

11.2 Company does not warrant that Saga will meet your needs or requirements or be error-free or always available or available at any particular time or that any errors or defects will be corrected. Company does not warrant or guarantee that Saga Output (which depend on your Input) will be accurate, relevant, original, copyrightable, non-infringing, and not misleading, or that you will achieve or realize any time or cost savings or efficiencies through use of Saga. You, not Company, are responsible for all decisions made and actions taken as a result of your use of Saga. Despite anything to the contrary, Company makes no representations or warranties (a) that use of Saga will be uninterrupted, error free, or secure, (b) that defects will be corrected, (c) that Customer Content will be accurate, original, protectible under applicable law, and non-infringing, or (d) with respect to third party products or services.

## 12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF INPUT, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE.

12.2 COMPANY'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SUBSCRIPTION FEES, IF ANY, PAID BY YOU TO COMPANY UNDER THIS AGREEMENT DURING THE MOST RECENT 12 MONTH PERIOD. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3 You agree to indemnify and hold harmless Company and its officers, directors, employees and agents (the "Company Indemnified Parties") from and against any and all liabilities, costs, losses, damages, judgments, expenses (including attorneys' fees and costs of experts and costs of appeals) arising out of or in connection with any and all of the following: (a) any allegation that any of the Input infringe, misappropriate or violate any intellectual property right, (b) any violation of this Agreement by you or by Users under your account, including any breach of any representations or warranties contained herein, (c) your or your Users provision of any Input, (d) your or your User's use of Saga or any Saga models or Output, including any claims by any union, guild, studio, production company, or any other third party (whether or not similar to those listed in this subpart), (e) any activity relating to your account, (f) your violation of applicable laws, rules or regulations or rights of others in connection with Saga or any Output; (g) any failure of you to have all necessary rights and licenses (including copyrights, trademarks, and other intellectual property rights and other rights of publicity or



privacy); (h) any representations and warranties made by you concerning any aspect of Saga or any Output to any third party (including to your Users and your customers, partners, providers, employers, production companies, studios and other third parties); or (i) violations of your obligations of confidentiality or privacy to any third party.

12.4 Company disclaims and excludes any indemnification obligation.

### 13. CONFIDENTIALITY AND FEEDBACK

13.1 A Recipient agrees it will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party. Company may disclose Input and Output to its AI and cloud service providers and other third parties in the course of providing Saga and as permitted in this Agreement.

13.2 The obligations in Section 13.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 13 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law or legal process (including pursuant to a subpoena), provided that Recipient uses reasonable efforts to notify Discloser in advance.

13.3 To the extent you provide Company with any suggestions, information, ideas, or feedback concerning Saga, its functionality and features, or any model, report or output, including, a report of any errors which you discover while using Saga or any related documentation, or any suggestions for or relating to any models or output ("Feedback"), you grant Company the assignable, transferable, sublicensable right to use and exploit Feedback without restriction or compensation. Feedback is non-confidential and provided voluntarily.

### 14. ASSIGNMENT

You may not transfer or assign your rights under this Agreement, in whole or in part, without the prior written consent of Company. Any attempted assignment in violation of the foregoing is void. Company may freely transfer or assign its rights under this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

### 15. ARBITRATION

15.1 Both you or Company may commence binding arbitration through National Arbitration and Mediation ("NAM"), an alternative dispute resolution provider, and if NAM is not available, you and Company will select an alternative arbitral forum. The initiating party must pay all filing fees for the arbitration and payment for other administrative and arbitrator's

costs will be governed by the arbitration provider's rules. If your claim is determined to be frivolous, you are responsible for reimbursing us for all administrative, hearing, and other fees that we have incurred as a result of the frivolous claim.

15.2 The arbitration will be conducted by telephone, based on written submissions, video conference, or in person in San Francisco, California or at another mutually agreed location. The arbitration will be conducted by a sole arbitrator by NAM under its then-prevailing rules. All issues are for the arbitrator to decide, except a California court has the authority to determine (a) whether any provision of this arbitration agreement should be severed and the consequences of said severance, (b) whether you have complied with conditions precedent to arbitration, and (c) whether an arbitration provider is available to hear the arbitration(s) under Section 13.3. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.

15.3 Nothing in this Agreement requires arbitration of the following claims: (a) individual claims brought in small claims court; and (b) injunctive or other equitable relief to stop unauthorized use or abuse of Saga or intellectual property infringement.

15.4 Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a Dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

15.5 If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then you and Company agree that NAM will administer them in batches of up to 50 claimants each ("Batch"), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this Section 15 is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.

## 16. LIMITATION ON TIME TO FILE CLAIMS

Any cause of action or claim you may have arising out of or relating to this Agreement or Saga must be commenced within one year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

## 17. GENERAL

The laws of the State of California govern all matters arising out of this Agreement, without regard to conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Except as provided in the Section 15, all claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts of San Francisco County, California, USA. This Agreement is the entire agreement between the parties with

respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings between the parties with respect to such subject matter, including without limitation, the terms of any purchase orders and any other communications or advertising from you. If any provision of this Agreement is held invalid by a court or arbitrator of competent jurisdiction, that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement will continue in full force and effect. Company has no liability for any failure of performance or equipment due to causes beyond its reasonable control, including the following: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars or acts of terrorism; unavailability of rights-of-way or materials; strikes, lock-outs, work stoppages, or other labor difficulties; or power outages or failure of the Internet or any telecommunications, hosting or service provider (including AI and cloud service providers) or any other cause, reason or circumstance, whether or not similar to those listed in this paragraph. This Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and identifies itself as an amendment to this Agreement. Without limitation, you agree that any terms and conditions contained within any purchase order you send to Company will not apply to this Agreement and are null and void. No term or provision hereof will be considered waived by Company, and no breach excused, unless the waiver or consent is in writing signed by an officer on behalf of the Company. No consent by Company to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

## 18. CONTACT INFORMATION

If you have any questions about this Agreement, or if you want to contact Company for any reason, please direct all correspondence to: Cyberfilm.AI Corporation, 1490 Jefferson Street, # 202, San Francisco, CA 94123 or e-mail: [russellp@cyberfilm.ai](mailto:russellp@cyberfilm.ai).

“Saga” and “Cyberfilm” are each a trademark and/or registered trademark of Cyberfilm.AI Corporation or its affiliates in the United States and/or various other jurisdictions.

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