
Zorroa Terms of Use

Last modified: July 19, 2021

These Terms of Use (together with all other documents incorporated by reference, in each case as amended from time to time, this “**Agreement**”) is legally binding on the parties and shall govern your rights with respect to your use of each of the “**Services**” (as defined below) identified in valid order forms (each, an “**Order Form**”) submitted and accepted by Zorroa Corp. (“**Zorroa**”). For purposes hereof, “**Services**” means the online web services, websites, SDKs, APIs, account portal, models, software services, technical support services (including updates), and other services provided and made available by Zorroa to its customers. If you are agreeing to these terms on behalf of an organization, you represent and warrant that you are authorized to agree to these terms (in which case, all references herein to “you” and “your” include that organization and all of its Authorized Users (as defined below)). This Agreement, and your access and use of the Services, is subject to the Zorroa Privacy Policy (the “**Privacy Policy**”), which is incorporated herein by reference and which can be viewed at: <https://zorroa.com/privacy-policy/>

PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY AND INDICATE YOUR ACCEPTANCE BY CLICKING THE “ACCEPT” BUTTON. BY CLICKING THE “ACCEPT” BUTTON OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU (I) EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (II) REPRESENT AND WARRANT THAT YOU HAVE FULL POWER, AUTHORITY AND LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES. THE DATE UPON WHICH YOU CLICK THE “ACCEPT” BUTTON SHALL BE DEEMED THE “**EFFECTIVE DATE**” OF THIS AGREEMENT.

The parties hereby agree as follows:

1. Authorization and Use of the Services.

(a) Access and Use. Subject to and conditioned on your and your Authorized Users' (as defined below) compliance with the terms and conditions of this Agreement, Zorroa hereby authorizes you to access and use, during the Term (as defined in Section 2(a)), the Services and related documentation made available by Zorroa (the “**Documentation**”) identified in Order Form(s) solely for your internal business purposes by and through Authorized Users. This authorization is non-exclusive and non-transferable. “**Authorized User**” means each of your employees that has been granted a valid user name and password that is used to verify such employee’s identity and authorization to access and use the Services.

(b) Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the Services, the Documentation, and/or the Third-Party Materials (as defined in Section 1(e)), whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Documentation, and the Third-Party Materials are and will remain with Zorroa and the respective rights holders in the Third-Party Materials.

(c) Use Limitations and Restrictions. You shall not, and shall not permit any third-party to, access or use the Services or Documentation for any purposes beyond the scope of the rights granted in this Agreement and, in the case of Third-Party Materials, the applicable legal terms (e.g., license

agreement, subscription agreement, terms of use, etc.) governing such Third-Party Materials. Without limiting the foregoing, you shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of any Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Service or the Documentation to any third-party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of any Service, in whole or in part; (iv) input, upload, transmit or otherwise provide to or through any Service any data, content, materials and/or information (collectively, the “**Customer Data**”) that are unlawful or injurious, or contain, transmit or activate any viruses, worms, Trojan horses, corrupted files, hoaxes, bots, harmful code, denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology that are of a destructive or deceptive nature; (v) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Zorroa’s provision of the Services to any third party, in whole or in part; (vi) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Service and/or any Documentation, including any copy thereof; (vii) access or use any Service in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; or (viii) access or use any Service in any manner or for any purpose that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.

(d) Changes. Zorroa reserves the right to make any changes to the Services that it deems necessary or useful to maintain or enhance the quality or delivery of Zorroa’s products and services to its customers, maintain or enhance the competitive strength of, or market for, the Services, improve the Services’ cost efficiency, functionality or performance, and/or to comply with applicable laws.

(e) Third-Party Materials. Zorroa may utilize certain Third-Party Materials with the Services, including without limitation, the Third-Party Materials identified on Exhibit A. For purposes hereof, your access and use of such Third-Party Materials are subject to your compliance with the applicable legal terms (e.g., license agreement, subscription agreement, terms of use, etc.) governing such Third-Party Materials. If you do not agree to abide by the applicable legal terms for such Third-Party Materials, then you should not access and/or use the Services and/or such Third-Party Materials. For purposes hereof: “**Third Party Materials**” means materials, tools, data, content and information, in any form or medium, including any open-source or other software, AI Tools (as defined below), documents, data, content, specifications, products, equipment and/or components that are (i) not proprietary to Provider and (ii) incorporated into, integrated into, embedded within and/or otherwise accessed and used by the Services; and “**AI Tool**” means any software, program, code, algorithm, model, network, neural network, technology or device (working singularly or in combination) that is designed, intended or has the capability to perform one or more operation(s) analogous to learning, reasoning, categorizing, discovering meaning, decision making, or simulating or mimicking intelligence in humans, including by: perceiving visual images; recognizing, understanding, or processing speech or objects; recognizing patterns; translating between languages; learning from manually labeled data; improving performance based on trial and experience; performing analysis; and/or making recommendations or decisions.

(f) Trial Services. From time to time, Zorroa may make the Services available to you on a free, trial, proof of concept, beta, pre-release or development basis (in each such case, “Trial Services”). Trial Services are intended for evaluation, testing and/or development purposes and not for production use, are not supported, and may be subject to additional terms (e.g., limited trial period, limitations on the number of images or hours of video, etc.). Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Trial Services are not considered “Services” under this Agreement, however, all limitations, restrictions, Zorroa’s reservation of rights and your obligations concerning the Services shall apply equally to your use of Trial Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT (I) THE TRIAL SERVICES ARE PROVIDED “AS-IS” AND “AS-AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND; (II) YOU HEREBY WAIVE

ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST ZORROA ARISING IN CONNECTION WITH OR OTHERWISE RELATED TO THE TRIAL SERVICES.

2. Term and Termination.

(a) Term. This term of this Agreement shall commence on the Effective Date and will remain in effect so long as there is an outstanding Order Form hereunder (the “**Term**”), unless terminated earlier in accordance with the Agreement. Each Order Form shall specify the term for the Services specified in such Order Form and, if applicable, the means or method upon which such term shall be renewed or extended.

(b) Termination. Either party may terminate this Agreement or an applicable Order Form immediately if the other party fails to cure any material default or breach of any term or condition hereof or such Order Form within thirty (30) calendar days of receiving written notice thereof from the party seeking to terminate the Agreement; provided, however, that if such breach arises from your failure to timely pay any amounts owed under this Agreement or such Order Form, the applicable cure period shall be five (5) calendar days. Without limiting the foregoing, in the event of a breach that gives rise to the right by Zorroa to terminate this Agreement, Zorroa may suspend or otherwise deny your and/or any Authorized User's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, until the breach is cured and all fees shall continue to accrue during the period of such suspension. Zorroa's exercise of its right to suspend performance does not limit any of Zorroa's other rights or remedies, whether at law, in equity or under this Agreement, including without limitation, Zorroa's right to terminate this Agreement and/or an applicable Order Form upon written notice to you.

(c) Effect of Termination. Upon any termination of this Agreement or an applicable Order Form, (i) the rights granted hereunder will automatically terminate, and Zorroa may immediately terminate your and your Authorized Users' access to the Services; provided that if Zorroa terminates only certain Order Forms, such termination will only terminate your and your Authorized Users right to access and use the Service(s) ordered pursuant to such Order Forms, and (ii) you shall immediately pay to Zorroa any amounts or other fees that accrued prior to the date of such expiration or termination. Notwithstanding anything in this Agreement to the contrary, this Section 2(c) and Sections 3, 5, 6, 7, 8, 9, 10 and 11 survive any termination or expiration of this Agreement.

3. Ownership; Reservation of Rights. You acknowledge all right, title, and interest, including all intellectual property rights, in and to the Services, the Documentation, and the Third-Party Materials are and will remain with Zorroa and the respective rights holders in the Third-Party Materials. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement or any Order Form grants to you any intellectual property rights or other right, title, or interest in or to (including any license under) the Services, the Documentation or the Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. Zorroa reserves all rights not expressly granted to you in this Agreement. Further, you may submit suggestions or recommended changes with respect to the Services to Zorroa (“**Feedback**”). You hereby assign to Zorroa all right, title, and interest in, and Zorroa is free to use, without any attribution, restrictions or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Zorroa is not required to use any Feedback.

4. Your Responsibilities. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

5. Payment and Fees.

(a) Fees. As consideration for the rights granted hereunder, you shall pay to Zorroa the fees identified in each Order Form, in each case in accordance with the terms specified in the applicable Order Form. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

(b) Payment Terms. You shall pay all fees due under this Agreement and/or any Order Form within thirty (30) days of receipt of an applicable invoice from Zorroa. You agree to pay as a late payment charge the lesser of one and one-half percent (1.5%) per month or the maximum late payment charge permitted by law on all amounts not paid within thirty (30) days from date of the applicable invoice. You also agree to pay all expenses of collection, including reasonable attorney's fees, incurred by Zorroa in collecting amounts not paid thirty (30) days from date of the applicable invoice.

(c) Taxes. All fees and other amounts payable by you under this Agreement or an applicable Order Form are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by you hereunder or an applicable Order Form, other than any taxes imposed on Zorroa's income.

6. Confidential Information. You acknowledge and agree that the source code for the Services and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Zorroa in developing, producing, marketing and/or making the Services available for subscription are Zorroa's "Confidential Information". You agree to (a) hold in confidence and not publish or disclose to any third parties any of the Confidential Information and (b) use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that it uses to protect its own trade secret information.

7. Representations and Warranties.

(a) You represent and warrant that: (i) you are duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) you have the full right, power and authority to enter into and perform your obligations under this Agreement; (iii) the individual that has click to agree and accept the terms and conditions of this Agreement has been duly authorized by all necessary corporate or organizational action; (iv) this Agreement constitutes a legal, valid and binding obligation, enforceable against you in accordance with its terms; and (v) you have obtained all necessary rights and/or consents to access and use all Customer Data as contemplated by this Agreement and the inputting, uploading, storing, accessing and/or using of such Customer Data shall not misappropriate, infringe or otherwise violate any intellectual property right or other right of any third party.

(b) THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND ZORROA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ZORROA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ZORROA MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. FURTHER, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY

THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

8. Indemnification. You agree to indemnify, defend, and hold harmless Zorroa and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding based on, or arising in connection with, your or your Authorized Users' (a) negligence or willful misconduct or (b) breach of this Agreement or any Order Form, including without limitation, any use of the Services or Documentation in a manner that is not authorized or that otherwise violates the terms hereof and/or any Order Form. In the event Zorroa seeks indemnification or defense from you under this provision, Zorroa shall promptly notify you in writing of the claim(s) brought against Zorroa for which Zorroa seeks indemnification or defense. Zorroa reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of Zorroa's choice. You may not enter into any third-party agreement, which would, in any manner whatsoever, affect Zorroa's rights, constitute an admission of fault by Zorroa or bind Zorroa in any manner, without Zorroa's prior written consent.

9. Limitations of Liability. IN NO EVENT WILL ZORROA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER ZORROA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL ZORROA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS PAID BY CLIENT TO ZORROA DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM AGAINST ZORROA HEREUNDER. THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Equitable Relief. You acknowledge and agree that a breach or threatened breach of any of its obligations under Section 1(a), 1(c) and/or 6 would cause Zorroa irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Zorroa will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy.

11. Force Majeure. Zorroa shall not be liable for delays in performance or for non-performance due to unforeseen circumstances or any events or causes beyond Zorroa's reasonable control, including cyber-attacks, acts of God, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots or governmental action.

12. Miscellaneous. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement and its interpretation shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law's provisions. Each of the parties hereto consents to the sole and exclusive jurisdiction of any state or federal court located within the State of California. If any party shall bring an action to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs from the



unsuccessful party. You shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without Zorroa's prior written consent. Any purported assignment, transfer, or delegation in violation of this Section is null and void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); or (c) by certified or registered mail, return receipt requested (upon verification of receipt). Unless otherwise designated in writing by you, all notices to you shall be delivered to your principal place of business, attention "Legal Department". All notices to Zorroa shall be addressed as follows: Zorroa Corp % WeWork, 1460 Mission Street, San Francisco, CA 94103, Attn: Legal Department. Any party may change the address to which notice is to be given by notice given in the manner set forth above. The parties shall be independent contractors and the relationship between the parties shall not constitute a partnership, joint venture or agency. No party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of such other party.

EXHIBIT A**THIRD-PARTY MATERIALS**

Third-Party Material	Legal Terms
Microsoft – Cognitive Services	https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default
Clarafai	https://www.clarifai.com/terms
Google API	https://developers.google.com/terms
Amazon Web Services – Machine Learning and Artificial Intelligence	https://aws.amazon.com/service-terms/