

preceding the claim. This limitation shall not apply to breaches of confidentiality or gross negligence.

9 Indemnification

Provider shall indemnify and hold harmless Client from any third-party claims arising from Provider's breach of this Agreement or infringement of intellectual property rights. Client shall indemnify Provider from claims arising from Client's misuse of the Platform or violation of applicable laws.

10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any disputes shall be resolved through binding arbitration in San Francisco, California under AAA Commercial Arbitration Rules.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Both parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions set forth herein.

SERVICE PROVIDER

CLIENT

Alex Chen
Head of Partnerships

Sarah Johnson
Chief Technology Officer

Date: _____

Date: _____