

THIS IS A LEGAL AGREEMENT, IT states the Terms and Conditions under which you may use THE Sam.ai SERVICE (THE "SERVICE"). Please read this page carefully. **If you ("YOU", "YOUR" OR THE "USER") do not accept the FOLLOWING Terms and Conditions, do not use the Service.** By using the SERVICE, you are indicating your acceptance to be bound by these terms AND Conditions. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE ACTUAL AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. SAM AI, Inc., (the "Company" OR "SAM AI") may revise the Terms of Service Agreement (the "Agreement" or "TOS") at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. Your continued use of the Service following such notice constitutes your acceptance of those changes. Please note that these TOS apply to you whether you pay a service fee to SAM AI or you receive the basic Service which is currently offered free of charge. The terms "You", "your" and "User" as used herein refer to all individuals and/or entities accessing the service for any reason.

Service: SAM AI provides its services to you subject to the following. SAM AI will provide you with use of the SAM AI service as specified in this Agreement, including a browser interface and data encryption, transmission, access and storage (the "Service(s)"). Unless explicitly stated otherwise, any new features added to the current Service, including any new SAM AI services, will be subject to this Agreement and may be subject to additional costs and/or terms and conditions. SAM AI may change Service features and functionality at any time and from time to time, with or without notice. Notice of significant changes will be posted on the SAM AI website, which you must review periodically. You agree that SAM AI shall not be liable to you or any third party for any modification of the Service.

In order to use the Service, you must obtain access to the Internet and may be required to pay fees associated with such access. You must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. In addition, you must: (a) provide true, accurate, current and complete billing information about yourself as requested during sign-up and (b) notify SAM AI promptly if any of this information changes.

Services Defined. "Core Services" are those services that are included as part of your membership in the Service, which are currently offered free of charge and which may be changed in SAM AI's sole discretion from time to time. **"Premium Services" are those premium services that you may optionally purchase over and above your Core Services.** Core Services and Premium Services, if any, constitute the Service.

Payment and Terms: You agree to pay all fees that SAM AI charges you for Premium Services. You also agree to pay all foreign, federal, state and local taxes applicable to your access, use or receipt of the Service. SAM AI may, at its option, include such taxes in the fees charged to you, in which event you shall pay such taxes to SAM AI. Fees are

billed for the following month on the day of the sign-up date of each month, and are nonrefundable whether or not User licenses are actively used. An authorized license administrator that you designate may add user licenses by executing additional Agreement(s), the fees for which will be billed according to the terms stated in this Agreement. Unless terminated by you with not less than thirty (30) days prior notice, this Agreement will automatically renew at the end of the current billing period. SAM AI reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time for any additional Agreements or for the renewal of this Agreement.

All charges and fees will be billed in U.S. dollars. SAM AI reserves the right to suspend or terminate your ability to create or update your data if your billing information becomes invalid or if your account becomes 30 days or more delinquent. In no event will SAM AI preclude access to your data within the period covered under the Agreement. You agree and acknowledge that SAM AI has no obligation to retain your data beyond 30 days after termination of this Agreement.

License Grants: SAM AI grants you a non-transferable, non-exclusive and terminable right and license to use the object code of its application (the "Application") which constitutes the Service; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Application or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Application. You agree not to modify the Application in any manner or form, or to use unauthorized modified versions of the Application, including without limitation for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SAM AI for use in accessing the Service. Violation of this Section will result in immediate termination of your account.

Your Responsibilities: You are responsible for any and all activities that occur under your user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service.

As a condition to your use of the Service, you agree not to:

- a. upload, post, email, transmit or otherwise make available any information, materials or other content that is illegal, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, offensive, invades another's privacy, or promotes bigotry, racism, hatred for harm against any individual or group;

- b. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Service;
- d. upload, post, email, transmit or otherwise make available any information, materials or other content that infringes another's rights, including any Intellectual Property Rights;
- e. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail, "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- f. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g. use any manual or automated software, devices, or other processes to "crawl," "spider" or "screen scrape" any web pages contained in the Service;
- h. reverse engineer, decompile or disassemble any of the software used to provide the Service;
- i. interfere with or disrupt the Service, or any servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or

- j. obtain, collect, store or modify the personal information about other users of the Service.

Customer Data: In the course of using the Service, you may submit data, information or material ("Customer Data"). As between you and SAM AI.com, you shall remain the sole owner of all Customer Data. Subject to the terms and conditions of this Agreement you hereby grant to SAM AI.com a non-exclusive right to use, copy, distribute and display such Customer Data and sublicense such rights, solely in connection with SAM AI's operation of the Service on your behalf. You, not SAM AI, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data, and SAM AI.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

Account Information and Data: You may designate users under your account and you may provide and assign user names and passwords to such users. User licenses cannot be shared or used by more than one person but may be reassigned from time to time to new users who are replacing former users who no longer require access to the Service. You agree to notify SAM AI immediately if you become aware of any loss or theft or unauthorized use of any of your user name(s), password(s), and/or other personal or company information.

SAM AI agrees to exercise reasonable care to prevent any unauthorized person or entity from gaining access to your user name(s), password(s) and any other personal or company information. The security of your information and data may be maintained through the use of data encryption, data security protocols, passwords and other methods which SAM AI may employ, or which SAM AI may suggest or require that you employ from time to time. You acknowledge and agree that SAM AI shall not be liable for any damages incurred by you or any third party in connection with any unauthorized access to or disclosure of such information or data resulting from your actions or from your failure to act, or the actions or failure to act of a third party, or the failure of electronic or other security measures.

In order to protect the confidentiality of such information, you agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by SAM AI. Until notified otherwise by SAM AI, you agree to use software that supports the Secure Sockets Layer (SSL) protocol or other protocols accepted by SAM AI and follow the SAM AI log-on procedures for Services that support such protocols. You acknowledge that SAM AI is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any

compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

SAM AI will not disclose any data about you or your clients that you enter unless compelled to do so by law. If SAM AI is ordered to make such disclosure, SAM AI will use its reasonable efforts both to notify you and to allow you the opportunity to oppose such disclosure. SAM AI also will not disclose information regarding you or your account with SAM AI, however, SAM AI reserves the right to disclose information about you or your account to appropriate authorities if there is a reasonable basis to believe that there is illegal activity, breach by you of the Agreement or in the event of an emergency.

SAM AI Ownership: In the course of using the Service, you may provide SAM AI with feedback, including but not limited to suggestions, observations, errors, problems, defects regarding the Service (collectively "Feedback"). You hereby irrevocably transfer and assign to SAM AI and agree to irrevocably assign and transfer to SAM AI all of your right, title, and interest in and to all Feedback, including Intellectual Property Rights (as defined below) therein even if SAM AI subsequently incorporates any Feedback into the Service. SAM AI alone (and its licensors, where applicable) own all right, title and interest, including all related Intellectual Property Rights in and to the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service, SAM AI technology or Intellectual Property Rights owned by SAM AI to you. The SAM AI name, the SAM AI logo, and the product names associated with the Service are trademarks of SAM AI or third parties, and no right or license is granted to use them. For the purposes of this Agreement, Intellectual Property Rights means all rights in and to unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature.

Representation & Warranties: Each party represents and warrants that it has the legal power and authority to enter into this Agreement. SAM AI represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online SAM AI help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself or provided any false information to gain access to the Service and that your billing information is correct.

Indemnification: You agree to defend, indemnify and hold SAM AI harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your violation of state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Service.

No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes your membership in the Service, any portion of the Service, use of the Service, or access to the Service. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of SAM AI.

Disclaimer of Warranties: YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAM AI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU FURTHER EXPRESSLY AGREE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAM AI OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT SAM AI SHALL NOT BE LIABLE FOR THE ACCURACY, TRUTHFULNESS OR VALIDITY OF ANY DATA ENTERED BY YOU THROUGH THE SERVICE.

Internet Delays: SAM AI'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SAM AI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

Limitation of Liability: IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination for Cause. SAM AI may immediately terminate all or a portion of your membership or suspend any or all individual Member's access to all or a portion of the Service, without notice, for conduct that SAM AI believes is: (a)

illegal, fraudulent, harassing or abusive;(b) a violation of these TOS, any policies or guidelines posted by SAM AI on the Service; or (c) harmful to other users, Members, third parties, the Service, or the business interests of SAM AI. If SAM AI has terminated or suspended a portion but not all of your Service for the foregoing reasons, you will nevertheless be responsible for the all charges for the Service through the date of termination. Use of a membership for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to the Member. Upon termination of your membership, SAM AI will have no obligation to notify any third parties nor will SAM AI be responsible for any damages that may result or arise out of termination of your membership.

Use Limitation. SAM AI reserves the right to suspend or terminate your Service or to suspend or terminate any Member ID, electronic mail address, IP address, Universal Resource Locator or domain name used by you in the event it is used in a manner, which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of SAM AI, or its, affiliates or subsidiaries;(v) violates the resale or restrictions on use provisions of this agreement or interferes with other Members' use and enjoyment of the Services provided by SAM AI.

Termination - Legal Event. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes SAM AI to believe that these TOS and/or the Service provided hereunder may be in conflict with such rules, regulations and orders, SAM AI may suspend or terminate the Service, or terminate these TOS without liability. In the event SAM AI cannot arrange for reasonably comparable Service within a reasonable period of time (not less than 45 days) following such ruling, regulation or order; SAM AI may thereafter permanently terminate the Service and/or these TOS without liability.

Termination - Sub-contractor or Vendor Event. In the event an SAM AI subcontractor or vendor for the material features of the Service stops providing the Service (or any material features thereof) to SAM AI for any reason, SAM AI will have a reasonable opportunity to arrange for alternative subcontractors or vendors to continue the provision of the Service. In the event that SAM AI cannot arrange for reasonably comparable Service within a reasonable period of time (not less than 45 days) following such sub-contractor or vendor event, SAM AI may thereafter permanently terminate the Service and/or these TOS without liability.

Termination for Default. If you fail to pay any charge when due or if you provide false or inaccurate information that is required for the provision of the Service or is necessary to allow SAM AI to bill you for the Service, and such condition continues un-remedied for fifteen days, you will be in default and SAM AI may suspend your Service and Member ID or terminate the Service.

General: This Agreement constitutes the entire agreement between you and SAM AI and governs your use of the Service, superseding any prior agreements between you and SAM AI with respect to the subject matter contained herein. You may not assign this Agreement without the prior written approval of SAM AI but the Agreement may be assigned by SAM AI to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. This Agreement shall be governed by New York law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in New York, NY. USA . The parties hereto specifically exclude application of the 1980 United Nations convention on contracts for the international sale of goods or any successor or related convention or treaty. The parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, has been and shall be written in the English language.