Ponder Enterprise Terms of Service

These terms apply when Ponder Technologies, Inc., a Delaware corporation ("Ponder"), and an enterprise customer ("Customer") enter into a written subscription agreement that incorporates them (the "Order"). The Order specifies the enterprise editing services purchased ("Services"), users, fees, support and term. Together, the Order, these terms and the applicable Data Processing Addendum form the Agreement.

1. Enterprise editing services

During the Order term, Customer and its affiliates may use Ponder's desktop and cloud services to analyze, transcribe, organize and edit material for themselves and their clients. Customer may install the software on its authorized users' devices and give named accounts to its employees and contractors and those of its affiliates. Customer is responsible for their compliance and for securing their credentials.

Ponder will provide the purchased services and support without materially reducing agreed functionality during the term. Each party will comply with applicable law. Ponder will follow any supplier code expressly incorporated in the Order. Customer will not resell access, share accounts, interfere with the services, reverse engineer the software except as permitted by law, or use the services to build or train a competing product. Customer will pay the agreed fees and applicable transaction taxes and may dispute an invoice in good faith while paying the undisputed balance.

2. Rights in footage and edits

Customer, its clients and their licensors retain their rights in footage, audio, prompts and other materials supplied to Ponder ("Inputs"). Customer is responsible for the rights and releases needed to process its Inputs. As between the parties, Customer owns its edits, transcripts, exports and other project results ("Outputs"). Ponder assigns any rights it acquires in Outputs to Customer, to the extent assignable.

Customer may edit, publish, distribute, license or assign Outputs to its clients and others it authorizes, including after the subscription ends. Rights in underlying third-party material remain subject to its license. Ponder retains its technology and grants Customer and its permitted recipients a perpetual, worldwide, royalty-free license to use any embedded Ponder material in Outputs and their adaptations. Customer will review Outputs before use or delivery.

3. Use of content and AI

"Customer Content" includes Inputs, Outputs and material derived from them, including proxies, frames, transcripts, style profiles and project memory. Ponder and its providers may process Customer Content only to deliver the services on Customer's instructions, provide requested support, address security incidents or comply with law. Ponder will not use Customer Content to train or fine-tune AI models or allow its providers to use it for training, fine-tuning or general model improvement. Customer-specific preferences and project memory serve only that customer.

Ponder may use operational measurements, such as feature counts and processing times, to operate and improve the services. These measurements exclude Customer Content and information revealing unreleased projects. Ponder may publish only aggregated, anonymized statistics.

4. Confidentiality and publicity

Each party will use the other's confidential information only for this Agreement, protect it with reasonable care and share it only with people who need it and are bound to protect it. Customer Content, client briefs and unreleased work are confidential. Customer may share relevant terms with clients and

affiliates for approvals under equivalent confidentiality obligations. Each party is responsible for the recipients it authorizes.

These duties exclude information lawfully public, already known without restriction, lawfully obtained from another source or independently developed. A party may disclose information as legally required after giving notice where permitted. The duties last three years after termination. Customer Content, non-public client information and trade secrets remain protected while confidential. Ponder needs prior written consent to use Customer's name, logo or work publicly, and any required rights-holder approval for client work. Press releases require both parties' written approval.

5. Security and data protection

Ponder will encrypt Customer Content in transit and at rest, restrict access to authorized personnel with a business need, and protect each customer's projects from access by other customers. If Customer Content or personal data processed for Customer is lost, destroyed, altered, accessed or disclosed accidentally or unlawfully, Ponder will notify Customer without undue delay and within 48 hours of awareness. Ponder will investigate and mitigate at its own cost, provide updates and help Customer meet its notification duties.

Ponder's separate Enterprise Data Processing Addendum ("DPA") governs personal data Ponder processes for Customer or its clients. Before that processing, the parties will agree the DPA and processing locations, including storage, backups and remote access. Ponder will supply the applicable subprocessor list with entities, functions and locations, and remains responsible for those providers. Ponder will give at least 15 days' advance notice of a new or replacement subprocessor. The DPA sets out Customer's objection and audit rights.

6. Service warranty and term

Ponder warrants that the services will materially conform to its documentation and will use industry-standard measures to prevent malicious code. If Ponder fails to cure a warranty breach within 30 days of written notice, Customer may end the affected Order and receive a refund of unused prepaid fees as its exclusive warranty remedy. Except for express warranties and rights that law protects, the services are provided as is, without implied warranties of merchantability, fitness, title or non-infringement.

An Order ends at expiry unless it provides for renewal. Either party may terminate for a material breach uncured 30 days after written notice. If Customer terminates for Ponder's breach, Ponder will refund unused prepaid fees. If Ponder terminates for Customer's breach, unpaid fees for the remaining term become due. Ponder may suspend access to the extent reasonably necessary for security, unlawful use or prohibited activity, or for undisputed fees more than 30 days overdue after 10 days' written notice. Neither party is liable for delay caused by events beyond its reasonable control. Payment obligations continue.

7. Export and deletion

Customer may request an export during the term or within 30 days after an Order ends, including XML or EDL for project data. On termination, Customer may choose immediate permanent deletion or return followed by deletion. Ponder will delete Customer Content and personal data processed for Customer, including backup and subprocessor copies, on the day it receives a verified immediate-deletion request or delivers a requested termination export. Absent instructions, Ponder will delete the data at the end of the 30-day period. A verified project-deletion request during the term triggers same-day deletion of that

project. Ponder will confirm deletion on request and isolate any legally required copies until it can delete them.

8. Third-party claims

Ponder will defend Customer against a third-party claim alleging that the Services as supplied, or Ponder material used as permitted in an Output, infringe or misappropriate intellectual property. This excludes claims to the extent caused by Customer's Inputs, infringing instructions, unauthorized use or an unauthorized change or combination that caused the claim. Ponder may secure continued use or provide a materially equivalent replacement. If neither is commercially reasonable, either party may end the affected services with a refund of unused prepaid fees.

Customer will defend Ponder against third-party claims to the extent caused by its Inputs or instructions infringing intellectual property, privacy or publicity rights, or by its unlawful use, except to the extent caused by Ponder's breach, negligence or misconduct. Each defending party pays damages and reasonable legal fees finally awarded and amounts agreed in settlement. The other party will give prompt notice and reasonable cooperation at the defending party's expense. Late notice relieves the defense obligation only to the extent of prejudice. The defending party controls the defense and needs written consent for a settlement admitting fault or imposing obligations on the other party. These are the exclusive remedies for covered claims.

9. Liability and general terms

Neither party is liable for lost profits or revenue or indirect, consequential, special, incidental, cover or punitive damages. Each party's aggregate liability is capped at fees paid or payable in the 12 months before the first event giving rise to liability. In the first year, use 12 months of recurring fees at the then-current rate plus first-year one-time fees. A combined cap of twice that base applies to confidentiality, security, DPA and defense obligations. The caps do not stack. Covered defense payments and reasonable investigation, notification and remediation costs remain recoverable within the higher cap.

These limits and exclusions do not apply to fees owed, gross negligence, willful misconduct, fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or liability that law prohibits limiting. Mandatory transfer clauses prevail, followed by the DPA on personal data, express overrides in the Order, and these terms. Existing signed confidentiality agreements continue within their scope. Click-through and public terms cannot expand rights to Customer Content or reduce these protections. Amendments require written agreement by both parties. Either party may assign to an affiliate or business successor on written notice. Other assignments require consent. If a provision is unenforceable, the rest of the Agreement continues in effect. Notices go to the contacts in the Order. Content rights, confidentiality, deletion, payment, defense and liability provisions survive as needed to give them effect.

For customers registered in the UK, EEA or Switzerland, the laws of England and Wales govern and the courts of England and Wales have exclusive jurisdiction. Otherwise, New York law governs and the state and federal courts in New York County have exclusive jurisdiction. Each party waives jury trial where New York law applies.