TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY SHAREFUN NETWORK LIMITED ("AIHELP"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH AIHELP WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA AIHELP'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY AIHELP SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

AIHelp reserves the right to change, modify or remove portions of these Terms at any time. AIHelp will provide you with 75 days' notice prior to making any material changes by posting a notice on AIHelp's website, by sending you an email and/or by some other means. The most current version of the Terms will be posted at https://www.aihelp.net/terms/. The updated terms shall become effective upon your renewal.

1. ACCESS TO THE SERVICES

For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) AIHelp grants Customer the right to use the AIHelp service(s) specified in such Order Form (collectively, the "Service") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with AIHelp's applicable official user documentation for such Product (the "Documentation"). For clarity, the Service may include downloadable code such as software development kits ("SDKs"). Any and all such code and/or SDKs will be deemed part of the Service and will be subject to the terms and conditions of this Agreement and all restrictions contained herein.

2. FREE TRIAL

AIHelp may make the Service available to Customer on a trial basis free of charge ("Free Trial"), which will commence upon Customer's first use of the Service and, unless earlier terminated as set forth herein, will continue for a period of three (3) weeks, unless otherwise

extended by AIHelp in writing in its sole discretion ("Trial Period"). Customer may use the Free Trial for internal evaluation purposes only and may not use it in a commercial, production and/or live environment. Without limiting the foregoing, any Customer Data (defined below) provided, uploaded, or submitted by Customer to the Service under the Free Trial may not contain any personally identifiable information or Personal Data (as that term is defined in the DPA (as defined below) or personal information (as that term is defined in the CA DPA (as defined below)). For the avoidance of doubt, if Customer does provide any personally identifiable information or Personal Data in violation of the foregoing restriction, AIHelp shall have no obligations with respect to such data, and expressly disclaims any liability with respect to such data, which includes but is not limited to liability arising from any data security or applicable privacy laws. Notwithstanding anything to the contrary in this Agreement, (i) all Customer Data, as well as any customizations or configurations made to the Service under the Free Trial by or for Customer will be permanently lost after expiration of the Trial Period, (ii) the Service under the Free Trial is provided "AS-IS" without warranty of any kind, (iii) AIHelp shall not have any obligation to provide any support for the Service (including, without limitation, pursuant to Section 4 (Support; Service Levels), and (iv) AIHelp shall have no obligations under Section 15 (Indemnity) nor liability of any type with respect to the Service for the Free Trial (unless such exclusion of liability is not enforceable under applicable law, in which case AIHelp's liability with respect to the services provided during the Free Trial shall not exceed $200.00). Customer shall be fully liable under this agreement to AIHelp for any damages arising out of Customer's use of the Service under the Free Trial, any breach by Customer of this Agreement and any of Customer's indemnification obligations hereunder. In the event of a conflict between this Section 2 and any other portion of this Agreement, this Section 2 shall control. Customer agrees that AIHelp, in its sole discretion and for any or no reason, may terminate Customer's access to the Service under the Free Trial.

3. IMPLEMENTATION

Upon payment of any applicable fees set forth in each Order Form, AIHelp agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If AIHelp provides Implementation Assistance in excess of any agreed-upon hours estimate, or if AIHelp otherwise provides additional services beyond those agreed in an Order Form, Customer will pay AIHelp at its then-current hourly rates for consultation.

4. SUPPORT; SERVICE LEVELS

AIHelp will provide support and uptime for the Service in accordance with the support package selected by Customer on the applicable Order Form (if any).

5. SERVICE UPDATES

From time to time, AIHelp may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that AIHelp shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that AIHelp may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that AIHelp shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.

6. RESTRICTIONS

Customer will not (and will not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Customer's end users); (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (vi) use the Service to build an application or product that is competitive with any AIHelp product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures AIHelp may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (i) will use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, such as the Children's Online Privacy Protection Action ("COPPA") and the General Data Protection Regulation ("GDPR"), international communications, export laws and the transmission of technical or personal data laws), and (ii) will not use the Service in a manner that

violates any third party intellectual property, contractual or other proprietary rights.

7.CUSTOMER DATA

For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not AIHelp, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to AIHelp as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). AIHelp shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. AIHelp is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to AIHelp's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. In the event and to the extent that (i) Customer is a processor of Personal Data (as defined in the DPA) that is subject to certain Data Protection Laws (as defined in the DPA), the EU Data Processing Addendum located at **https://www.aihelp.net/dpa-gdpr** (the "DPA") is hereby included and incorporated into this Agreement (ii) Customer is a business under the CCPA (as defined the CA DPA) that is subject to certain laws under the CCPA, once effective, the California Data Processing Addendum located at **https://www.aihelp.net/dpa-ccpa** (the "CA DPA") is hereby included and incorporated into this Agreement. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that AIHelp may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use, retain and make available Aggregated Anonymous Data for AIHelp's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing AIHelp's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by AIHelp in connection with Customer's

use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

8. OWNERSHIP

Except for the rights expressly granted under this Section 8, AIHelp retains all right, title, and interest in and to the Service (and all data, software, products, works, and other intellectual property created, used, or provided by AIHelp for the purposes of this Agreement, including any copies and derivative works of the foregoing). Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Service" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. To the extent Customer provides AIHelp with any feedback relating to the Service (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("Feedback"), Customer shall, and hereby does, grant to AIHelp a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for AIHelp notwithstanding anything else. Nothing in this Agreement will impair AIHelp's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

9. PROFESSIONAL SERVICES

AIHelp may from time to time perform Professional Services as agreed upon by the parties. Such Professional Services may be set forth either (i) in an Order Form or (ii) in a separate mutually executed Statement of Work which references this Agreement (each an "SOW," which upon mutual execution, will be incorporated into and form a part of this Agreement), that shall include the scope of implementation of services, the anticipated schedule, the fee structure, and the deliverables (if any) to be provided as part of the Professional Services.

10. PAYMENT OF FEES

Customer will pay AIHelp the fees as set forth in each Order Form and each applicable SOW ("Fees"). The Fees for each renewal term are subject to an annual increase not to exceed 5% of the prior term's Fees. We will provide notice of such increase in Fees at least 90 days prior to the end of the current term, and the increase will be effective upon renewal. Unless otherwise specified in an Order Form,

all Fees will be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice.   For any Service for which fees are billed in arrears, AIHelp will invoice Customer following completion of the Service. Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all (i) taxes associated with Fees other than taxes based on AIHelp's net income, and (ii) AIHelp's costs of collection in the event of Customer's delinquent payment. All Fees paid are non-refundable (except as otherwise expressly set forth in the applicable Order Form or applicable SOW) and not subject to set-off.

11. TERM; TERMINATION

Unless Customer is accessing the Service under a Free Trial (in which case the term shall be as set forth in Section 2 (Free Trial), above, subject to earlier termination as provided below, this Agreement shall commence on the Effective Date set forth in the first Order Form. If no Order Form has been mutually executed by the parties within one (1) year of the Effective Date, this Agreement shall automatically terminate. Upon execution of an Order Form, the Term shall continue, and shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of one year each (each, an "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than sixty (60) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days (ten (10) days in the case of non-payment) of receipt of such notice. Without limiting the foregoing, AIHelp may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with AIHelp's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) AIHelp shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue

without resorting to suspension or limitation; (b) prior to any such suspension or limitation, AIHelp shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) AIHelp shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. Upon termination of this Agreement, all rights granted herein and in each Order Form to Customer will terminate and Customer will make no further use of the Services. The following provisions will survive termination of this Agreement: Sections 5, 7, 9-16.

12. CONFIDENTIALITY

During the term of this Agreement, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, shall be considered Confidential Information; for the avoidance of doubt, the Service and terms of this Agreement are Confidential Information of AIHelp. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 5 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third party without restriction, or (iv) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of

the Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely AIHelp's "Confidential Information."

13. DISCLAIMER

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND AIHELP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. AIHELP DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

14. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO AIHELP DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

15. INDEMNITY

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that: (A) in the case of Customer as Indemnitor, the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (B) in the case of AIHelp as Indemnitor, the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right; provided that AIHelp's foregoing obligations under

this Section shall not apply to any Free Trial. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of AIHelp do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by AIHelp (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by AIHelp, (iv) combined with other products, processes or materials not provided by AIHelp (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

16. NON-SOLICITATION

Until one (1) year after termination of this Agreement, Customer will not encourage or solicit any employee or consultant of AIHelp to leave AIHelp for any reason.

17. OPTIONAL INTEGRATION SERVICES

Unless Customer is accessing the Service under a Free Trial, Customer may request that AIHelp transfer Customer Data (including Personal Data) to third party services which Customer has elected to integrate with the AIHelp Service ("Optional Integration Services"). Customer agrees that if and to the extent such data transfer occurs, it is on the express election and instruction of Customer by virtue of Customer agreeing to the Optional Integration Service, and Customer hereby consents to AIHelp's processing of any customer data and/or information that AIHelp receives from such third party as a result of Customer's use of the Optional Integration Service. Customer is responsible for entering into separate contractual agreements with the third party providing the Optional Integration Service and AIHelp is in no way liable or responsible for the provision of the services or the handling and processing of data by the Optional Integration Service. For the avoidance of doubt, such third parties are not AIHelp's subprocessors.

18. MISCELLANEOUS

The parties will comply with the additional term and conditions (if any) set forth in each Order Form or any applicable SOW. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent to a successor to all or substantially all of its assets or business to which this Agreement relates. This Agreement (together with all Order Forms and all SOWs) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the signature blocks below or on an applicable Order Form. Either party may update its address set forth above by giving notice in accordance with this section. This Agreement shall be governed by the laws of the State of California without regard to the conflict of law provisions thereof. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, USA, in the English language and the arbitral decision may be enforced in any court. With respect to all disputes arising in relation to this Agreement, but subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. The prevailing party in any action or proceeding to enforce this Agreement will be entitled to recover costs and attorneys' fees. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by AIHelp. AIHelp may use Customer's name and logo to identify Customer as a AIHelp customer on its website and in other marketing materials. Customer

agrees that AIHelp may create a case study and/or issue a press release within 90 days of execution of this Agreement concerning Customer's use of the Service. These materials will be statements of facts about the relationship between Customer and AIHelp and will also constitute an endorsement. AIHelp will not publicly distribute final versions of such documents without Customer's prior consent. Customer further consents to the use of Customer's name in AIHelp's marketing and sales materials, including on its website.