Mureka API Service Agreement

Release Date of this Privacy Policy: March 21, 2025

Effective Date of this Privacy Policy: March 21, 2025

Thank you for choosing Mureka.

This Mureka API Service Agreement ("**API Agreement**") are an agreement between SKYWORK AI PTE. LTD. ("**Mureka**", "**We**" or all its grammatical variations), and you ("**Customer**", "**You**" or all its grammatical variations) that governs your use of our Services (as defined below).

Before accepting this API Agreement, please read this API Agreement in its entirety (especially the content in bold). If you do not agree with any of the contents of this API Agreement or cannot accurately understand our interpretation of the terms and conditions, please do not proceed with subsequent operations.

You represent to us that you are lawfully able to enter into contracts and, if you are entering into this API Agreement for an entity, that you have legal authority to bind that entity. This API Agreement also refer to and incorporate the Mureka Terms of Service, Privacy Policy, Mureka API Platform Privacy Policy and any other guidelines or policies we may provide in writing (the "**Mureka Policies**") and any ordering document signed by you and Mureka or Mureka webpage that you use to purchase the Services (an "**Order Form**") (collectively, the "**Agreement**").

BY CLICKING ON THE CONFIRMATION OR TAKING THE INITIATIVES, YOU ARE DEEMED TO HAVE AGREED TO ALL THE TERMS OF THIS API AGREEMENT AND AGREED TO ABIDE BY THE TERMS AND CONDITIONS HEREIN.

PLEASE NOTE THAT WE RESERVE THE RIGHT TO AMEND THIS API AGREEMENT FROM TIME TO TIME AT OUR SOLE DISCRETION. WE KINDLY REQUEST THAT YOU PERIODICALLY REVIEW THIS AGREEMENT FOR ANY UPDATED TERMS, BY CONTINUING TO USE THE API SERVICE, YOU AGREE TO THIS API AGREEMENT AND ANY UPDATES THERETO.

1. Services

1.1 You may select and purchase Services based on your needs. Please carefully review the specific rules related to the chosen Services before you proceed with the purchase or payment. Your purchase or payment shall be deems as your agreement to the specific rules including restrictions and limitations thereof.

1.2 Use of Services. We grant you a non-exclusive right to access and use the Services exclusively for your own websites, applications, products, or services (each a "**Customer Application**") during the Term (as defined below). This includes the right to use Mureka's application programming interfaces ("**APIs**") to integrate the Services into your Customer Application and to make Customer Applications available to End Users (as defined below). For the purpose of this API Agreement, **"Services"** means any services for businesses and developers we make available through APIs for purchase or use, along with any of our associated software, tools, developer services, documentation, and websites.

1.3 Limitation. You understand and agree that we may impose limitations on your use of the Services, including the methods, scope, term, and functions, based on the type, characteristics, and specifications of the Services you ordered. You shall thoroughly review our specific terms and related documentation concerning the ordered Services, and agree to comply with such limitations or restrictions. Furthermore, you agree that if your usage of the Services exceeds the purchased specifications or prepayment amount, we reserve the right, based on reasonable commercial judgement, to restrict or suspend the provision of relevant Services to you.

1.4 Model Updates. As part of our continuous efforts to improve our services, our base models undergo regular iterative upgrades. The old versions of base model and any derivative models created using our base model may be impacted by these updates and may no longer be supported or maintained. The specific expiration time for older versions and derivative models will be determined by the release of the new model version.

1.5 Responsibilities for Your Account. You must register an account for use of the Services, subject to the eligibility requirements of the Services, and provide accurate and up-to-date account information as required, which may be used for verifying your identity or the ownership of the account, or determining your request. You are responsible for all activities that occur under your account, including the activities of any end user (each, an "**End User**") who is provisioned with an account under your account (an "End User Account") or accesses the Services through your Customer Application. You may not make account access credentials available to third parties, share individual login credentials between multiple users on an account, or resell or lease access to your account or any End User Account. You will promptly notify us if you become aware of any unauthorized access to or use of your account or our Services.

2. Restriction

We own all right, title, and interest in and to the Services. You only receive rights to use the Services as explicitly granted in this Agreement. You will not, and will not permit End Users to:

(a) use the Services or Customer Content (as defined below) in a manner that violates any applicable laws or the Agreement;

(b) compromise or attempt to compromise the security of the Services, including disrupting the Services, interfering with others use of the Services, compromising the network, servers, systems used to provide the Services, allowing unauthorized access to the Services, malicious scanning, illegal system intrusions, unauthorized data acquisition, or distributing viruses, Trojans, or phishing attacks.

(c) use the Services or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party's rights;

(d) send us any personal information of children under 13 or the applicable age of digital consent or allow minors to use our Services without consent from their parent or guardian, or if you use the Services in USA, any content subject to the International Traffic in Arms Regulations, or the Health Insurance Portability and Accountability Act of 1996 and their subsidiary regulations.

(e) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of

the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law);

(f) use any method to extract data from the Services other than as permitted through the APIs;

(g) buy, sell, or transfer API keys from, to or with a third party;

(h) engage in fraud, false or misleading conduct, or infringing upon the intellectual property rights and any other lawful rights of others, including insulting, slandering, or impersonating others;

(i) creating, publishing or spreading spam, information harmful to national security, national unity, public interests, information inciting discrimination against race, gender, sexual orientation, age, religion, etc., obscene, pornographic, violent, murderous, terroristic, or criminal or suicidal incitement content.

We may immediately limit, suspend, or terminate your account or your access or use of the Services, to the extent necessary to prevent or correct the violation without prior notice and liability to you.

3. Intellectual Property; Complaint

3.1 Ownership. Each party retains all rights to its respective trademarks, copyrights, and other intellectual property or industrial rights (as defined to the fullest extent permitted by law). Ownership of these rights will not transfer to the other party or become jointly owned as a result of entering into or performing this Agreement. All intellectual property rights associated with the Service belong to us and our licensors. We do not grant you any licenses or rights (whether implied or otherwise) to its intellectual property, except otherwise specified in the Agreement. Any rights granted are solely for your use of the Services in strictly compliance with the Agreement.

3.2 Customer Content. You and End Users may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). We call Input and Output together "Customer Content." As between you and Mureka, and to the extent permitted by applicable law, you (a) retain all ownership rights in Input and (b) own all Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

3.3 Our Obligations for Customer Content. We will process and store Customer Content in accordance with our Mureka API Platform Privacy Policy. We will only use Customer Content as necessary to provide you with the Services, comply with applicable law, and enforce Mureka Policies. We will not use Customer Content to develop or improve the Services.

3.4 Your Obligations for Customer Content. You represent and warrant that you have all rights, licenses, and permissions required to provide Input to the Services, and are responsible for all Input. You are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case, including by utilizing human review as appropriate.

3.5 Similarity of Output. You acknowledge that due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar content

from our services. Responses that are requested by and generated for other users are not considered your Output. Our assignment of Output above does not extend to other users' output.

4. Confidentiality

4.1 Use and Nondisclosure. "Confidential Information" means any business, technical or financial information, materials, or other subject matter disclosed by one party ("Discloser") to the other party ("Recipient") that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, Confidential Information includes Customer Content. Recipient agrees it will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.

4.2 Exceptions. The obligations in Section 4.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

5. Security

5.1 Our Security Program. We will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) protect the Services and Customer Content against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access, and (c) minimize security risks, including through regular risk assessments and testing.

5.2 Our Security Obligations. As part of our information security program, we will: (a) implement and enforce policies related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) deploy production infrastructure behind VPNs where possible; (c) require multi-factor authentication for employees; (d) configure network security, firewalls, accounts, and resources for least-privilege access; (e) maintain a logging and incident response process; (f) maintain corrective action plans to respond to potential security threats; and (g) conduct periodic reviews of our security and the adequacy of our information security program as aligned to industry best practices and our own policies and procedures.

5.3 Your Security Obligations. You are solely responsible for implementing necessary and

effective security measures in technical, physical, and administrative controls for your own business, computer systems, and equipment, This includes deploying higher-level security protection service to meet your specific need. You shall bear full responsibility for any consequences arising from any failure to fulfill these obligations."

6. Privacy

6.1 Personal Data. If you use the Services to process personal data, you must (a) provide legally adequate privacy notices, and obtain and retain necessary consents from End-users for collecting, using, modifying, storing, transmitting, analyzing, processing, disclosing, sharing, and deleting (collectively, "**Processing**", with all its grammar variations) the personal data as well as for authorize us to Process personal data by the Services, (b) process personal data in accordance with applicable law, and your privacy notices, and (c) be responsible for the Processing and security of personal data.

6.2 We will access and process personal data in accordance with this Agreement for the purposes of providing the Services and enhancing the algorithm Services. You hereby grant us a non-exclusive, sub-licensable license to access, copy and use the personal data to provide the Services under this Agreement. In the course of providing products and services, technical and network support to you, we may collect or generate certain technical and operational data, such as system logs, billing data, customer service conversations, lead data, etc. ("**Operational Data**"), which we may use to optimize and improve our products and services. Except as necessary for your use of Mureka API Platform services and as otherwise provided by laws and regulations, we will not access or use your Data without your consent.

7. Payment; Taxes

7.1 Fees and Billing. You agree to pay all fees in U.S. dollars charged to your account ("**Fees**") promptly after submitting an order, according to the prices and terms on the Pricing Page, or as otherwise stated in an Order Form. If payment is not completed in a timely manner or if quantities become insufficient or reach their limit during the payment period, you may be unable to access the relevant Services.

7.2 Price Change; Correction. You acknowledge and agree that we may, at our sole discretion, adjust prices and billing during the Services period; the latest information posted on the relevant pages shall prevail. Price changes on the Pricing Page will be effective immediately for all price decreases or changes made for legal reasons. All other price changes will be effective 14 days after they are posted. We have the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment. You authorize us and our third-party payment processor(s) to charge the payment method provided on your account on an agreed-upon periodic basis, but we may reasonably change the date on which the charge is posted.

7.3 Prepayment. You may need to prepay an advance for Services. Mureka will charge you and deduct the cost from your advance based on the actual services used and the price rates in the Price List (available on Mureka's official website and subject to updates). If your prepaid balance

is insufficient to cover the cost of a requested service, you will be notified and required to top up the advance before the service can be provided. Mureka reserves the right to modify the Price List at any time, and any changes will be communicated to you through Mureka's official website or other designated channels, with the updated rates applying to all services rendered after the effective date of the change.

7.4 Refund. In the case of our failure to render a specific Service, we will either not charge you for such Service or refund the cost already charged to your Mureka account (no cash refunds). Notwithstanding the foregoing, all sales of services, including prepaid services, are final. Payments of Fees or recharge amounts are non-refundable unless otherwise specified at the time of purchase. (Resources are immediately allocated to your account to secure API calls upon payment.) However, Taxes. For users in the US and Canada, Fees are exclusive of taxes. For users in all other regions, fees are inclusive of taxes., which we will charge as required by applicable law in connection with the Services. We will use the name and address in your account as the place of supply for tax purposes.

8. Term; Termination

8.1 Term. The term of this API Agreement will commence upon the earlier of your online acceptance of these terms, the Effective Date of an Order Form, or the date you first use the Services, and will remain in effect until terminated pursuant to this Section 8 ("Term").

8.2 Termination. Unless you purchase Services for a committed duration, you may terminate this Agreement at any time by deleting your account. Both you and Mureka may terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings. We may suspend your or any End User's access to the Services or terminate this Agreement or any Order Form: (i) if required to do so by law; (ii) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party; or (iii) for repeated or material violations of the Mureka Policies. We will use reasonable efforts to notify you of any suspension or termination and give you the opportunity to resolve the issue prior to suspension or termination.

8.3 Effect of Termination. We will cease the Services to you and retain any prepaid fees as liquidated damages (if applicable) upon the termination of the Agreement, and we reserve the right to pursue any legal remedies against you as permitted by law. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which have accrued under this Agreement up to the date of termination or expiration. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive termination will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers. Upon termination of this Agreement, we will delete all Customer Content from our systems within 30 days, unless we are legally required to retain it.

9. Warranties; Disclaimer

9.1 Warranties. We warrant that, during the Term, when used in accordance with this

Agreement, the Services will conform in all material respects with the documentation we provide to you or otherwise make publicly available.

9.2 Disclaimer. Except for the warranties in this Section 9, the Services are provided "as is" and we and our affiliates and licensors hereby disclaim all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Despite anything to the contrary, we make no representations or warranties (a) that use of the Services will be uninterrupted, error free, or secure, (b) that defects will be corrected, (c) that Customer Content will be accurate.

10. Indemnification

10.1 By Us. We agree to defend and indemnify you for any damages finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party arising out of a third party claim alleging that the Services (including training data we use to train a model that powers the Services) infringe any third party intellectual property right, provide that (i) you provide us with prompt written notice of such claims, and all information and assistance reasonably required for the settlement or settlement of the claim, at your expense; (ii) we own sole control over the processing of the claim or settlement of the claim, (iii) the full amount of the Fees has been paid; (iv) your use is in accordance with the API Agreement and any Mureka Policy. This section sets out our entire liability and your sole remedy for any claim of intellectual property infringement in connection with the Services.

This indemnity does not apply to claims arising from: (a) any combination, modification, or use of the Services or Output with products, services, or software not provided by or on behalf of us, (b) Your Input, or any actions or omissions by you or your End Users, including failure to comply with this Agreement, applicable laws, and failure to use relevant citation, filtering, safety features or restrictions provided by us, (c) you or your End Users knew or should have known the Output was infringing or likely to infringe, (d) Claims related to Customer Applications, and (e) alleging trademark or related rights violations based on your use of Output in trade or commerce.

If we reasonably believe that all or any portion of the Services is likely to become the subject of any infringement claim, we (x) will procure, at our expense, the right for you to continue using the Services in accordance with this Agreement, (y) will replace or modify the allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, we may, in our sole discretion, terminate this Agreement upon written notice to you and refund any prepaid amounts for unused Services. You will promptly comply with all reasonable instructions we provide you with respect to (x) through (y) above, including any instruction to replace, modify, or cease use of an impacted Service.

10.2 By Customer. You agree to indemnify, defend, and hold us and our affiliates and licensors harmless against any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a third party claim related to (a) use of the Services in violation of this Agreement (including violation of Mureka Policies), (b) Customer Applications, or (c) Input.

11. Limitation of Liability

11.1 Limitations on Indirect Damages. Except for (i) a party's gross negligence or willful misconduct, (ii) your breach of Section 2 (Restrictions), (iii) either party's breach of its confidentiality obligations under Section 4 (Confidentiality), (iv) our breach of Section 5 (Security), or (v) a party's indemnification obligations under this Agreement, neither you nor Mureka or our respective affiliates or licensors will be liable under this Agreement for any indirect, punitive, incidental, special, consequential, or exemplary damages (including lost profits) even if that party has been advised of the possibility of those damages.

11.2 Liability Cap. Except for (i) a party's gross negligence or willful misconduct or (ii) a party's indemnification obligations under this Agreement, each party's total liability under the Agreement will not exceed the total amount you have paid to us in the twelve (12) months immediately prior to the event giving rise to liability. The foregoing limitations will apply despite any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.

12. Trade Controls

You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government license for release or export.

13. Governing Law; Dispute Resolution

13.1 Governing Law. This Agreement is governed by the internal substantive laws of Singapore, without respect to its conflict of law provisions.

13.2 Dispute Resolution. Any dispute arising out of or in connection with the Agreement, including any question regarding existence, validity or termination of the Agreement, shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English. By accepting this Agreement, you and Mureka agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both You and Mureka agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

13.3 No Class Actions. Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a Dispute proceeds in court rather than

through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

14. Modifications and Update

14.1 Updates. We may update this API Agreement or the Mureka Policies by providing you with reasonable notice, including by posting the update on our website. If, in our sole judgment, an update materially impacts your rights or obligations, we will provide at least 30 days' notice before the update goes into effect, unless the update is necessary for us to comply with applicable law, in which case we will provide you with as much notice as reasonably possible. Any other updates will be effective on the date we post the updated API Agreement or the Mureka Policies. Your continued use of, or access to, the Services after an update goes into effect will constitute acceptance of the update. If you do not agree with an update, you may stop using the Services or terminate this Agreement under Section 8.2 (Termination).

14.2 Exceptions to Updates. Except for an update to comply with applicable law, updates to the API Agreement or the Mureka Policies will not apply to: (a) Disputes between you and Mureka arising prior to the update; or (b) Order Forms signed by you and Mureka (as opposed to an automated ordering page) prior to us notifying you of the update. However, to the extent an update relates to a Service or feature launched after an Order Form is signed it will be effective upon your first use of such Service

15. Miscellaneous

(a) Headings. Headings in the Agreement are inserted solely for convenience and are not intended to affect the meaning or interpretation of Agreement.

(b) Entire Agreement. Except as expressly agreed by Mureka and you, this Agreement constitutes the entire agreement between you and Mureka with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein.

(c) Force Majeure. Except for payment obligations, neither you nor Mureka will have any liability for failures or delays resulting from conditions beyond your or Mureka's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, or power failures.

(d) Severability. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

(e) Waiver. Failure of Mureka to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against Mureka unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.

(f) Relationship. For all purposes under this Agreement, no joint venture, partnership,

employment or agency relationship exists between you and Mureka as a result of this Agreement or use of the Service.

(g) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement, and it is your and Mureka's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

(h) Assignment. You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, without the prior express written consent of Mureka. Mureka may assign this Agreement, including all its rights hereunder, without notice or your consent. This Agreement will inure to the benefit of our successors and assigns.

(i) Language. If Mureka provides a translation of the English language version of this Agreement, the translation is provided solely for convenience, and the English version will prevail.

16. How to contact us

If you have any questions or concerns about this API Agreement or our Services, please contact us using the contact details below.

Company Name: SKYWORK AI PTE. LTD.

Address: 2 Science Park Drive, #01-08, Ascent, Singapore 118222

Email: api-support@mureka.ai