



Bria AI Enterprise General Terms and Conditions

This Agreement consists of these General Terms and Conditions and the Order. The Agreement takes effect on the earlier date of when Customer accepts these General Terms and Conditions or places an Order or accesses or uses a Product. The individual who accepts these General Terms and Conditions represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under the Definitions section below.

1. License to use Bria Products

- 1.1. **License grant.** Products are licensed and not sold. Subject to Customer's compliance with this Agreement, Bria grants to Customer and End Users a nonexclusive and limited license to:
 - 1.1.1. Access or install, as applicable, and use the Products; and
 - 1.1.2. Develop, create, advance, maintain any Derivative, and access and use, market, distribute and/or license any Derivative.
- 1.2. **End Users.** If the use of any Product by Customer was specifically limited under an applicable Order to certain number of End Users, Customer may assign each Subscription License to one individual End User for use or access on any number of devices. End User accounts may not be shared by individuals. Customer controls access to and use of the Products by End Users. Customer is responsible for End Users' use.
- 1.3. **Product changes.** Bria has the right to make technical changes to the Products if such changes do not materially lessen the Product's functionality.
- 1.4. **Affiliates.** If the use of any Product by Customer's Affiliates was specifically allowed under an applicable Order, Customer shall remain liable for its Affiliates' use, and only Customer shall have the right to enforce this Agreement on behalf of its Affiliates.
- 1.5. **Compliance with laws.** Customer's use of the Products must not violate any applicable laws, including copyright or trademark laws, export control laws and regulations, including laws and regulations in its jurisdiction.
- 1.6. **Reservation of rights.** Products are protected by copyright and other intellectual property laws and international treaties. Bria reserves all rights not expressly granted in this Agreement, and no rights are granted or implied by waiver or estoppel.
- 1.7. **Feedback.** Feedback by Customer is optional and voluntary. Feedback may be used by Bria for any purpose without obligation of any kind as long as the Customer's confidential information remains confidential.
- 1.8. **Restrictions.** Unless expressly permitted in this Agreement or by law, Customer may not:
 - 1.8.1. reverse engineer, decompile, or disassemble any Product, or try to do so;
 - 1.8.2. run, upgrade or downgrade, or transfer parts of a Product separately at different times or on different devices;
 - 1.8.3. install, use, or distribute other software or technology and/or modify, develop or change the Software by incorporating any open-source software and/or in any other way that makes Bria's intellectual property or technology subject to any other license terms, except as expressly permitted in writing by Bria;
 - 1.8.4. work around, disable, circumvent or tamper with the Attribution Agent from the Software or any Derivative;
 - 1.8.5. use any distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Products or any Derivatives for training any other generative model;
 - 1.8.6. work around technical limitations in a Product or restrictions in Product documentation; or
 - 1.8.7. sell, rent, lease, transfer, sublicense, distribute or lend any Products to others, in whole or in part, or host Products for use by others, except as explicitly authorized herein or under any applicable



Order.

2. Customer use of Output

- 2.1. **IP assignment of Output.** Subject to the terms of this Agreement, Bria hereby assigns to Customer all its right, title and interest, if any, in and to any Output together with any and all intellectual property rights embedded in or related to such Output. Given the characteristics of the Products and its technology, which is based on artificial intelligence, any Output provided to Customer may not be exclusive and/or unique, and it is possible that other Bria customers might generate outputs similar to any Output generated by the Customer. In any such event, the rights granted above do not apply to any Output generated for other Bria customers.
- 2.2. **Rights to Customer Content.** Customer retains all rights to Customer Content. Customer Content may be transmitted to Bria to generate Output. Customer gives Bria a nonexclusive and limited license to store, access and use the Customer Content as reasonably required for the performance and enhancement of the Products for Customer's use only. Bria hereby warrants that Customer Content shall not be used to train generative models, unless Customer expressly consents to such training in writing. Notwithstanding the foregoing, in the event Customer has subscribed to any Product that explicitly requires fine-tuning and/or training of any model using Customer Content, and Customer has provided the same, Customer shall be deemed to have provided express written consent to such fine-tuning and/or training.
- 2.3. **Use restrictions.** Customer may not (a) use, sell, license or distribute pre-generated images created as Output, in any form of image repository, library, or bank for the purpose of search, preview, and download by end users, or (b) use or permit the use of any Output or any part thereof for the training of any generative model.
- 2.4. **Content Guidelines.** Customer's, its End Users and/or customers' use of a Product, or any Customer product and/or service incorporating any Product, is subject to the Content Guidelines. To that end, Customer undertakes to include the Content Guidelines or substantially similar guidelines in its terms and conditions or any other equivalent instrument governing the use of its products and/or services incorporating any Product.
- 2.5. **Storage policy.** To the extent storage is explicitly specified in any Product documentation, Output and/or Customer Content, as applicable, will be stored subject to the duration and storage space limitations set forth therein. In all other cases, Output and Customer Content are not stored. Output and Customer Content will be automatically deleted within 30 days after the termination of this Agreement. Customer may delete Output and Customer Content at any time.
- 2.6. **Personal Data.** Customer Content shall not include any personal data. Customer and Bria will comply with applicable data protection laws.
- 2.7. **Publicity.** Customer agrees that Bria may use Customer's name and logo for marketing and public relations purposes, including but not limited to Bria's website, press releases, case studies, and other marketing materials.
- 2.8. **Output marking.** Customer will ensure that any Output generated by any Software or a Derivative is marked as "AI Generated" using such standards and/or watermarking techniques pursuant to industry standards or any applicable law and shall not strip any Output of any Product from any marking applied by Bria.

3. Confidentiality

- 3.1. **Existing NDA.** If the parties have entered into a non-disclosure agreement, those terms apply instead of this confidentiality section.
- 3.2. **Confidential Information.** "Confidential Information" is non-public information in any form that is marked as "confidential" or that a reasonable person should understand is confidential. This includes, but is not limited to, Customer Content, the terms of this Agreement and Customer's account authentication credentials.

Confidential Information does not include information that:

- 3.2.1. becomes publicly available without a breach of a confidentiality obligation;
- 3.2.2. was received lawfully from another source without a confidentiality obligation; or



3.2.3. is independently developed.

- 3.3. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information. A party will only use the other party's Confidential Information as part of the parties' business relationship. Neither party will disclose Confidential Information to third parties. A party may only share Confidential Information with a party's Representatives on a need-to-know basis, under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives. A party must promptly notify the other party if it discovers any unauthorized use or disclosure.
- 3.4. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) so that the other party can seek a protective order.
- 3.5. **Duration of confidentiality obligation.** These confidentiality obligations apply for a period of three years after a party receives the Confidential Information.

4. Warranties

4.1. Limited warranties and remedies.

- 4.1.1. **IP warranty.** Bria warrants and represents the Products and Output do not, and use thereof by the Customer in accordance with the terms and conditions of this Agreement will not, misappropriate a trade secret or infringe a patent, copyright, trademark, or other proprietary right of a third party, or any right of privacy or publicity, or any obligation of confidentiality.
- 4.1.2. **Products warranty.** Bria warrants that the Products will perform substantially as described with the applicable Product documentation. If it does not and Customer notifies Bria during the term of this Agreement, Bria warrants that it will perform Support in accordance with the SLA. Customer's remedies for breach of this warranty are described in the SLA. Bria's warranty does not apply if (i) Customer fails to update a Product to the newest release, or (ii) Customer uses a Product in a manner unauthorized by this Agreement or Product documentation. The remedies above are the Customer's sole remedies for breach of this warranty. Customer waives any warranty claims not made during the term of this Agreement.

- 4.2. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Bria provides no other warranties. It disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

5. Indemnification for third-party claims

- 5.1. **General.** The parties will defend each other against third party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement thereof. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will then reimburse the other party for reasonable out-of-pocket expenses it incurs in providing such assistance. This section describes the parties' sole remedies and entire liability for such claims, subject to the limitations set out in Section 6 ("Limitation of liability"). Bria's defense and indemnity obligations set forth in this Agreement shall not apply if a claim is arising from the combination of any Product or Output with Customer's product or service or Customer Content or modification of any Product or Output by the Customer, if such claim would not have arisen but for such combination or modification.

5.2. Indemnity by Bria.

- 5.2.1. **Product indemnity.** Bria will defend and hold Customer harmless against any third-party claim that a Product used in accordance with this Agreement, misappropriates a trade secret or infringes a patent, copyright, trademark, or other proprietary right of a third party. If Bria is unable to resolve a claim of misappropriation or infringement of a Product, it may, at its option, either (i) modify or replace the Product with a functional equivalent, or (ii) terminate Customer's license and refund any license fees, including amounts paid in advance for any usage period after the termination date. Bria will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to



stop due to a third-party claim.

5.2.2. **Training data and Output indemnity.** Bria will defend and hold Customer harmless against any third-party claim that any training data used to train any Product, or any Output generated by any Product used in accordance with this Agreement, infringes copyright, moral right, trademark, or other proprietary right of a third party or violates any right of privacy or right of publicity.

5.3. **Indemnity by Customer.** Customer will defend and hold Bria and its Affiliates harmless against any third-party claim that any Customer's product and/or service and/or any training data used by Customer to train thereof and/or Customer Content misappropriates a trade secret or infringes copyright, moral right, trademark, or other proprietary right of a third party or violates any right of privacy or right of publicity.

6. Scope of liability

6.1. **Unlimited liability.** Except as set forth under the provisions of Sections 5.1 above and 6.3 below, no limitation or exclusions will apply to liability arising out of either party's (i) indemnification obligations described in Section 5.2.2 ("Training data and Output indemnity by Bria"), 5.3 ("Indemnity by Customer"); or (ii) violation of the other party's Confidential Information.

6.2. **Limited liability.** In all other cases, each party's maximum aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amount Customer paid for the Product during the 12 months before the incident.

6.3. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business; however, caused or under any theory of liability.

7. Pricing and payment

7.1. **Fees.** Customer agrees to pay fees specified in the applicable Order within 30 days of the invoice date. Amounts payable are non-refundable, except as stated in this Agreement regarding Product warranty and third-party claims. If billed based on usage, Bria will invoice according to the billing model described in the applicable Order. Unless otherwise specified in the applicable order, the fees will be automatically increased by 10% upon the lapse of any 12-month period of the term.

7.2. **Attribution agent record & audit.** Unless otherwise is explicitly provided in the applicable Order, the Foundation Models, Open Foundation Models or any Derivative, must include the Attribution Agent provided by Bria. To the extent the applicable Order prescribes consumption fees, such shall be calculated solely based on the record of the Attribution Agent, which shall be deemed final. Customer agrees to provide Bria with a true and accurate record of the Attribution Agent within 10 days following the end of each calendar month and Bria will issue Customer an invoice based on such record. Upon reasonable notice, Bria may, at its discretion, through a third party, audit Customer's records directly related to this Agreement and Customers' use of the Foundation Models, Open Foundation Models or any Derivative, in order to verify compliance with the terms of this Agreement. If any audit reveals an underpayment to Bria of 5% or more of the amount Customer should have paid, then in addition to paying Bria the amount of the underpayment, Customer also agrees to reimburse Bria for the reasonable costs of conducting the audit. This right to audit shall survive the expiration or termination of this Agreement for a period of 3 years after the date that Customer ceases to maintain the Foundation Models, Open Foundation Models or any Derivative.

7.3. **Late payment.** If Customer fails to pay fees on time, Bria has the right to charge 2% monthly interest on past due amounts as allowed by law. Bria also has the right to charge Customer for all expenses of recovery, to terminate the applicable Order, terminate Customer's access and to take any other action at law.

7.4. **Taxes.** Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Bria's net income) that are imposed or become due in connection with this Agreement. If any taxes are required to be withheld on payments invoiced by Bria, then the amounts due to Bria shall be increased such that Bria will receive the amount it would have received had Customer not made any such withholding.

8. Term and termination

8.1. **Term.** This Agreement and any license provided hereunder is effective and will continue for the duration set forth in the applicable Order, unless terminated earlier by a party, as described below. Except as specified otherwise in the applicable Order, the term will automatically renew for additional periods of one



year each, unless terminated in writing by the Customer at least 90 days prior to the renewal date.

- 8.2. **Termination for cause.** Without limiting other remedies, either party may terminate this Agreement for material breach if the other party fails to cure a curable breach within a 30-day notice period. If Bria is in breach, Customer will be reimbursed for any prepaid unused fees.
- 8.3. **Termination for regulatory reasons.** Bria may modify, discontinue, or terminate a license to any Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that causes Bria to believe this Agreement or such Product may conflict with any such regulation, obligation, or requirement. If Bria terminates a license for regulatory reasons, Customer will receive, as its sole remedy, a reimbursement for any prepaid, unused subscription fees.
- 8.4. **Implications of termination.** Upon termination of this Agreement for any reason: (i) all licenses granted under this Agreement will terminate immediately, (ii) Customer shall cease immediately the access, use, distribution or marketing of the Products or any Derivative thereof, (iii) Customer will immediately delete all Software and any Derivative thereof, using then-current best practices for ensuring that it is permanently and irretrievably deleted and expunged from Customer's systems and environment and provide a written certification signed by a C-level officer certifying to the deletion thereof and Bria shall have the right to audit Customer compliance with such destruction obligation, and (iv) all outstanding amounts payable under this Agreement will become immediately due and payable (provided, however, that Customer has not terminated this Agreement pursuant to Section 8.2 above).

9. High-risk and prohibited use

- 9.1. The Products are not designed or tested for use in hazardous environments or any other environments requiring fail-safe performance, including in the operation of any use which is listed under Title II of the EU AI Act and/or defined as high-risk use under such regulation or any equivalent law or regulation in any other jurisdiction. Customer hereby commits not to use any of the Products in any such environment and/or make any such use of the Products.

10. Miscellaneous

- 10.1. **Independent contractors.** The parties are independent contractors. Customer and Bria may develop products independently without using the other's Confidential Information.
- 10.2. **Amendments.** Bria may require Customer to accept revised or additional terms before processing a new Order. Any additional or conflicting terms and conditions presented by Customer are expressly rejected and will not apply.
- 10.3. **Order of precedence.** The parties may agree on changes to this Agreement by a signed Order. Other than that, this Agreement will take precedence over any conflicting terms in other documents.
- 10.4. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other assignment of this Agreement must be approved by the other party in writing. Such notification to Bria shall be made to the account manager at Bria. Any attempted assignment without required approval will be void.
- 10.5. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of this Agreement will remain in full force and effect.
- 10.6. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- 10.7. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- 10.8. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- 10.9. **Notices.** Notices to Bria may be submitted via email to legal@bria.ai. If Customer wishes to formally service notice on Bria, it must be made to Bria's place of business at:

Bria Artificial Intelligence Ltd.
126 Yigal Alon Street
Tel Aviv, Israel



Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier confirmation of delivery. Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Customer shall ensure its contact for notices is up to date during each renewal. Bria may send notices and other information to Customer by email or other electronic form.

10.10. Applicable law and venue. This Agreement will be governed by and construed in accordance with the laws of the State of New York, USA and federal laws of the United States, without reference to principles and laws relating to the conflict of laws. Any legal action or proceeding will be brought exclusively in the federal or state courts located in the city of New York, NY, USA. The parties consent to personal jurisdiction and venue there. Each party irrevocably waives its right to trial of any issue by jury. The above choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

10.11. Bria Affiliates and contractors. Bria may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Bria remains responsible for its performance.

11. Definitions

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. In this context control means ownership of more than a 50% interest in an entity.

"Attribution Agent" means a software agent provided by Bria together with the Foundation Models and Open Foundation Models, which keeps log of usage of such models in order to facilitate Bria's payment undertaking to licensors of the training data.

"Bria" means Bria Artificial Intelligence Ltd.

"Content" means text, data, software, images and any other materials that are displayed or otherwise made available through a Product, other than Customer Content.

"Content Guidelines" means the Bria Content Guidelines attached as [Exhibit A](#) hereto.

"Customer" means the entity that has entered into this Agreement.

"Customer Content" means Content that Customer creates, owns, or to which Customer holds the rights to, or any other Content provided by Customer to any Product, other than Output.

"Derivative" means any product or service developed and/or created and/or distributed by Customer that is based on any Products, integrating, embedding or using any Product.

"End User" means any person or machine account that Customer permits to use a Product or Output.

"Feedback" means any comment provided by Customer about Bria's business, Products or services or Output, including what use cases Customer is using the Products for, success criteria and results Customer is witnessing.

"Foundation Models" means machine-learning based assemblies, consisting of learnt weights, parameters, corresponding to the model architecture as described in the model documentation, including updates, patches, bug fixes, model releases and Support provided by Bria.

"Open Foundation Models" means an Open Version of the Foundation Models.

"Open Version" means source code, scripts, machine-learning based assemblies, learnt weights, parameters, or model architecture.

"Output" means any Content or edit or modification of Customer Content or Content or any other output returned by a Product.

"Online Services" means the Bria online hosted products and service, including, without limitation, any web applications, iFrames and/or APIs.

"Order" means the method by which a Customer obtains its license to use a Product whether by a specific order form document entered into by the Customer and Bria, or by confirming a subscription plan on Bria's website and/or any other platform through which Customer subscribes to any Bria Product.

"Products" means any Software and Online Services subscribed to by Customer as explicitly identified in an



Order, including updates, patches, bug fixes and Support provided by Bria.

"Representatives" means a party's or party's Affiliates' employees, contractors, advisors and consultants.

"SLA" means Bria service level agreement attached as Exhibit B hereto.

"Software" means licensed copies of the Bria on-premises software, including, without limitation, any Foundation Model and Open Foundation Model, including updates, patches, bug fixes and Support provided by Bria.

"Subscription License" means a license provided to Customer pursuant to an Order and assigned to an End User.

"Support" means Bria's support services pursuant to an SLA and this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Bria:

Customer:

Bria Artificial Intelligence Ltd.

[Customer full legal name]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

Bria AI Content Guidelines

- A. You may not use a Product to generate, edit or modify an Output or Customer Content if you know (or reasonably should know) their use, standalone or in combination with Customer’s product and/or service and/or Customer Content, would:
 - 1. Infringe third party copyright, trade secret or any third-party proprietary rights, including privacy and publicity rights.
 - 2. Be deemed unfair or deceptive under the consumer protection laws of any jurisdiction.
 - 3. Impersonate another person.
 - 4. Promote illegal drugs, violate export control laws, relate to illegal gambling, or illegal arms trafficking.
 - 5. Be deemed unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or would be otherwise inappropriate.
 - 6. Imply or state endorsements of political parties or other opinion-based movements.
 - 7. Be otherwise malicious or fraudulent.
- B. You may not prompt a Product with Customer Content that is unlawful, infringes third party copyright, trade secret or any third-party proprietary rights, including privacy and publicity rights.



Exhibit B

Service Level Agreement

1. Definitions

"Business Days" means regular working days, except for official holidays applicable in the country where the support services are performed.

"Business Hours" means 9:00-18:00 during Business Days, except for official holidays applicable in the country where the Support Services are performed.

"Response Time" means the time between the first call from Customer to technical support and the first reply by Bria, considering the hours of coverage.

"Resolution Time" means the time between the request for assistance by Customer and the resolution of the issue.

2. Scope

2.1. Bria is responsible for resolving problems directly related to the Products failure to perform substantially as described in the respective Documentation.

2.2. Bria's principal responsibilities are to:

2.2.1. Perform regular on-going maintenance of the Products.

2.2.2. Respond to Customer's requests for assistance.

2.2.3. Identify the type, nature and circumstances leading to the cause of the problem in connection with the Products.

2.2.4. Execute activities required for problem solving and resolution.

2.2.5. Ensure that the relevant rectifying measures are taken to avoid the reoccurrence of the problem or similar problems in the future.

3. Support

3.1. **Issue Severity Determination.** The severity of an issue is determined by several factors such as the system type (production or test) and the business impact of the issue.

Severity Level	Description
Level 1 / Blocker	Product does not return an Output.
Level 2 / Critical	Main business functionality is not available or impaired causing a severe impact on the Customer's business. For Example: <ul style="list-style-type: none"> ● Major performance degradation of the Products ● Products failure which severely adversely affects Output results quality
Level 3 / Major	An issue which does not have a significant impact on the Products. For Example: <ul style="list-style-type: none"> ● Minor performance degradation of the Products ● Products failure which insignificantly adversely affects Outputs results quality
Level 4 / Minor	Look and feel (cosmetic) or user experience issues that do not prevent the Products from functioning.



3.2. Response and Resolution Times.

Case Severity	Level 1	Level 2	Level 3	Level 4
Initial Response	1 Hour*	Same Business Day*	Same Business Day*	Next Business Day*
Target Resolution Time	4 Hours*	2 Business Days*	In the next two components versions release*	Will be considered in future release*

* Bria will make best efforts to achieve the above timelines for 90% of the issues.

3.3. Bria Case Handling by Severity.

Level 1 – resources applied continuously (around-the-clock basis) until a solution or acceptable workaround is developed.

Level 2 – resources applied continuously, during normal Business Hours, until a solution or workaround is developed.

Level 3 – Bria will add a solution to the current workplan and provide a solution date before closing the ticket.

Level 4 – Bria will make reasonable efforts to provide a solution to the issue in a future version release.

3.4. Customer Responsibility. Customer undertakes to:

- 3.4.1. Eliminate the possibility that the issue is not related to the Products.
- 3.4.2. Conduct troubleshooting using Bria knowledge base & troubleshooting guides.
- 3.4.3. Provide full cooperation in investigating other instances encountered by Bria.