ENHANCED SUBSCRIPTION END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") applies to the End User's ("End User", "you," or "your") use of the vAIsual Datasets (the "Dataset") exclusively for the purposes set forth herein. The EULA also governs the relationship between you and vAIsual, Inc. ("vAIsual") with respect to use of the Dataset. This EULA will become effective on the earlier of the date that the End User first uses or accesses the Dataset, or the date that End User accepts (either by clicking a box that states you accept or providing written agreement to) this EULA or any order form for the Dataset that incorporates this EULA by reference (the "Effective Date").

1. EULA.

　1.1. Subject to compliance with the terms of this EULA, vAIsual grants the End User a personal, non-exclusive, non-sublicenseable and non-transferable, limited, revocable license to use the Dataset, including the right to use the Dataset to create Synthetic Media. "Synthetic Media" is media that is generated through artificial production, manipulation, or modification by automated means, including but not limited through the use of artificial intelligence algorithms. In no event may End User upload or share any portion of the Dataset to any public directory.

　1.2. You acknowledge and agree that in no event may End User use the Dataset in a manner that violates applicable law, or for any threatening, inflammatory, harassing, abusive, obscene, racially or ethnically or otherwise objectionable, libelous, defamatory manner, or contain any pornography.

2. Scope.

　2.1. End User may use the Dataset only with active subscription. End User shall not publish any portion of the Dataset as images directly. The Dataset shall be used exclusively for machine learning purposes. All generated and trained AI models resulting of the use of Datasets remain the sole property of the End User and vAIsual makes no claims.

　2.2. Datasets can be used by the End User for any machine learning purposes and training neural networks of any kind for any application.

　2.3. Other than the granting of rights as set forth in this Section Error: Reference source not found, End User is shall not perform any other acts in relation to the Dataset or the data contained in the Dataset. Therefore - among other things - the End User may not: distribute, rent, loan, lease, sell, sublicense, assign or transfer all or any portion of the Dataset, or any rights granted in this EULA, to any other person or entity, or copy or process any data of the vAIsual Dataset for any purpose other than the permitted use as set forth in in this Section Error: Reference source not found.

　2.4. In no event shall the End User reproduce, disseminate or publicly display the vAIsual Dataset as a whole or any part thereof to any other person or entity (e.g. via the world wide web (internet) or any other means of data transfer).

2.5. If You breach this EULA (e.g. by using the Dataset in a prohibited manner or by making the Dataset wholly or partly available to third-parties, then You agree You are liable to vAIsual for the liquidated damages specified in Article 7 and 8 of this EULA.

2.6. vAIsual may, at any time, impose restrictions or prohibitions on the use of the Dataset: (i) to the extent they are imposed on vAIsual by applicable laws or any judicial or regulatory interpretations thereof, or data subjects that have contributed to the Dataset; or (ii) as reasonably necessary, in vAIsual's judgment, to properly manage the integrity of the Dataset in light of issues concerning privacy, confidentiality, and other issues to which consumers may be sensitive (collectively, "Additional Restrictions"). End User agrees to strictly comply with such Additional Restrictions.

3. Intellectual Property Rights.

3.1. The datasets that make-up the Dataset remain the exclusive Intellectual Property of vAIsual. This means that while vAIsual grants usage rights to the Dataset, vAIsual continue to own all right, title and interest, including but not limited to Intellectual Property Rights, in and to the Dataset.

3.2. Any Intellectual Property Rights to the Datasets and its augmentations are the exclusive property of vAIsual. vAIsual has no right over resulting trained model files.

3.3. Nothing in this EULA constitutes a transfer of any of vAIsual's Intellectual Property Rights to End User.

3.4. For the purposes of this EULA, Intellectual Property Rights means all intellectual property rights recognized by any government anywhere in the world, including patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world, to the greatest extent permitted by law, including those subsisting in inventions, designs, drawings and computer programs.

4. Guarantees and Warranties.

4.1. The Dataset made available is provided "as is" without vAIsual's warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third-parties' rights including but not limited to Intellectual Property Rights, or any other warranties of merchantability and fitness for a particular purpose.

4.2. Despite vAIsual's efforts to ensure that (parts of the) vAIsual Dataset are not covered by rights of third parties, vAIsual cannot warrant that third parties are able to enforce their rights or to make claims in relation to the vAIsual Dataset. End User shall inform

vAIsual immediately In Writing if it becomes aware of such third-party claims. Parties shall then discuss the merits of the third parties' claims and how to deal with these claims.

5. Fees.

    5.1. Upon execution of this EULA, End User shall pay vAIsual a subscription fee, in accordance with the plan chosen by the user, for access to the Dataset (the "License Fee"). Upon payment of the License Fee, End User will be granted access to the datasets and may download or use the datasets for the period of an active subscription or up to 30 days after the subscription terminates, unless the subscription is renewed.

    5.2. End User shall have an unlimited right to use the Dataset for the period and terms outlined in Section Error: Reference source not found (for the duration of an active subscription) and unlimited rights without further restrictions for resulting AI generated models, subject to the terms and conditions of this EULA.

6. Term and Termination; Dataset Deletion.

    6.1. Term. This EULA will commence upon the Effective Date and continue until the applicable subscription term has expired, unless earlier terminated in accordance with this EULA.

    6.2. Termination for Cause. Either party may terminate this EULA, effective immediately upon written notice to the other party, if such party breaches any provision of this EULA and does not cure the breach within 30 days after receiving written notice thereof; provided, however, vAIsual may terminate this EULA, effective immediately upon written notice to End User without any opportunity to cure, if End User uses the Dataset in a manner that is not authorized by this EULA.

    6.3. Effect of Termination. Upon termination or expiration of this EULA, (i) all license rights granted in this EULA will immediately cease to exist; and (ii) End User will irrecoverably delete the Dataset and End User will be required to execute a Data Deletion Acknowledgement in a form provided by vAIsual. Termination for any reason shall not relieve End User of the obligation to pay any fees accrued or payable to vAIsual (including, if applicable, any committed fees for the remainder of the subscription term following the date of termination).

    6.4. Records and Audit. End User will maintain business and financial records for a continuing (rolling) period of three years that contain information sufficient to verify End User's compliance with the terms of this EULA, including: (i) the completeness and accuracy of payments made in connection with this EULA; (ii) that the use of Dataset complies with this EULA; and (iii) following the termination of this EULA, that the Dataset has been deleted in accordance with this EULA. Without limitation to vAIsual's rights under any other provision hereof, End User will permit vAIsual, or its representatives, to conduct periodic inspections or audits ("Audits") of such records.

vAIsual may perform such Audits upon provision of at least 10 days advance notice to End User, during End User's normal business hours, and during the subscription term of this EULA and for two years thereafter. vAIsual will pay for the cost of the Audit unless vAIsual reasonably determines from the Audit that End User has breached a material provision of this EULA, in which case End User will be solely responsible for the cost of the Audit and any additional amounts owed as determined by the Audit.

7. Indemnification.

7.1. vAIsual Indemnification. vAIsual will defend and indemnify End User for a claim by an unaffiliated third party that the Dataset infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that we pre-approve in writing; provided that you promptly notify vAIsual in writing of any such claim, give us reasonable cooperation, information, and assistance in connection with it, and consent to the vAIsual's sole control and authority with respect to the defense, settlement or compromise of the claim. vAIsual will not be obligated under this section if the infringement results from: (i) your use in a manner inconsistent with the terms of this EULA; (ii) End User using the Dataset with in a manner not authorized by vAIsual, (iii) use of the Dataset in applications, environments or processes for which it was not designed or contemplated, (iv) corrections, modifications, alterations or enhancements that you make to the Dataset; (v) use of the Dataset by any person or entity other than you or your employees; or (vi) your willful infringement.

7.2. Enjoined Use. If we believe the Dataset may be or is subject to an infringement claim, or if a court of competent jurisdiction enjoins your use of the Dataset as a result of an infringement claim, vAIsual may, at our expense and our discretion: (a) procure for you the right to continue using the Dataset; (b) modify the Dataset to make it non-infringing; or (c) replace it with a non-infringing equivalent. If we believe that none of these options is reasonably available, then we may terminate the license to the allegedly infringing Dataset and our sole liability will be to refund to you the license fees you paid for such Dataset.

7.3. End User Indemnification. End User will defend, indemnify and hold vAIsual harmless from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees, costs and expenses arising from End User's unauthorized use of the Dataset, the use of the output of any Dataset or End User's failure to comply with the terms of this EULA. vAIsual will promptly notify you in writing of any such claim, give you reasonable cooperation, information and assistance in connection with it, and consent to your sole control and authority with respect to the defense, settlement or compromise of the claim. vAIsual will not be responsible for any direct or indirect loss or damage that may result from such unauthorized use.

8. Limitation Of Liability.

8.1. vAIsual shall not be liable for any damages resulting from the use of, the inability to use, or the improper use of (in violation of any provision of this EULA, including Section 1.2, the Dataset or the results received from use of the Dataset (by you or any person for whom you provide services or the output of the Dataset), including damages caused by malware, viruses or any incorrectness or incompleteness of the information obtained, unless such damage is the result of any willful misconduct or from gross negligence on the part of the Company.

8.2. VAISUAL WILL NOT BE LIABLE IN ANY EVENT TO YOU OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE DATASET, FOR THE COST OF PROCURING REPLACEMENT GOODS OR SERVICES, OR FOR LOST PROFITS OR LOST SALES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY YOUR USE OF THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. MAXIMUM LIABILITY. IN ANY EVENT, VAISUAL'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS EULA WILL NOT EXCEED THE FEES YOU HAVE PAID WITH RESPECT TO THE PRODUCTS OR SERVICES AT ISSUE.

8.4. APPLICABILITY OF DISCLAIMERS AND LIMITATIONS. End User agrees that vAIsual has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations in this section and that these disclaimers and limitations allocate risk between you and the Company and are an essential part of the bargain between us.

9. Changes.

9.1. vAIsual reserves the right to revise and update this EULA periodically. New EULAs, such as changed or modified EULAs, shall be provided to You. You may be enabled to agree or decline to the terms as set forth in the revised EULA. If you decline to accept new terms set forth in any revised versions of the EULA, you will not be permitted to access the vAIsual Dataset.

10. Choice of Law and Venue.

10.1. The validity of the EULA, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be determined under, governed by, and construed in accordance with the laws of the State of Delaware (USA).

10.2. The Parties agree that all actions or proceedings arising in connection with the EULA shall be tried and litigated exclusively in the state and federal courts located in the State of Delaware, and irrevocably consent to the jurisdiction of such courts.

11. Miscellaneous.

11.1. All provisions that are intended to survive the termination, by nature or because such has expressly been provided for in this EULA, shall survive such termination. These provisions include, but are not limited to, provisions regarding the intellectual property rights, warrantees, limitations of liability, and choice of law and venue.

11.2. If any provision of the EULA is held invalid or unenforceable, that provision will be construed to reflect vAIsual's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.

11.3. If vAIsual does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of vAIsual's rights.

11.4. This EULA supersedes all previous agreements and licenses, verbal or written, regarding any dealings with respect to the subject matter of this EULA.

11.5. The headings contained in this EULA are for reference purposes only and shall not affect in any way the meaning or interpretation of this EULA.

11.6. Export. End Users agrees not to export, re-export, or provide the Dataset or any derivative works created from the Dataset to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

11.7. Assignment. End User may not assign, sublicense or transfer its rights or delegate your obligations under this Agreement without vAIsual's written consent. Any attempt by you to transfer this Agreement without vAIsual's consent will be void, the transferee will acquire no rights whatsoever, and the Company will not be required to recognize the transfer. This provision limits both the right and the power to transfer this Agreement and the rights hereunder.