Sunbeam
Terms of Service

Last updated November 12, 2026

These Terms of Service (including the Data Processing Addendum ("DPA") set out in Exhibit A) (together the "**Terms**") with daydream Labs, Inc. (dba Sunbeam) ("**Sunbeam**," "**we**," or "**us**") govern your access to and use of Sunbeam's search engine optimization ("**SEO**") software, platform, APIs, documentation, related tools and software, and website at www.withsunbeam.com (collectively, the "**Service**"). By using the Service, you agree to these Terms. If you are entering into these Terms on behalf of an entity, you represent that you have the legal authority to bind that entity. Please also read our Privacy Policy, which explains how we collect, use, disclose, and process personal data.

1. Access and Use

1.1. Provision of Access. Subject to your compliance with these Terms, Sunbeam grants you a limited right to access and use the Service.

1.2. Content. You may provide inputs to the Service ("**Inputs**") and receive outputs, or other functions based on the Inputs provided by you (collectively, "**Outputs**") (Inputs and Outputs are collectively "**Content**"). We may use Content to provide the Service, comply with applicable law, enforce our terms and policies, and keep the Service safe. By submitting Inputs to the Service, you represent and warrant that you have all rights, licenses, and permissions that are necessary for us to process the Inputs under these Terms and to provide the Service to you.

1.3. Model Training. SUNBEAM WILL NOT USE CONTENT TO TRAIN, OR ALLOW ANY THIRD PARTY TO TRAIN, ANY AI MODELS.

1.4. Limitations for Outputs. You acknowledge that Outputs are generated automatically by artificial intelligence and machine learning ("**AI**") technology and may be similar to or the same as Outputs provided to other customers, and no rights to any Outputs generated, provided, or returned by the Service for or to other customers are granted to you under these Terms. Further, you acknowledge that there are numerous limitations that apply with respect to Outputs provided by large language and other AI models (each an **"AI Model"**), including that (i) Outputs may contain errors or misleading information, (ii) AI Models can struggle with understanding the nuances of language, including slang, idioms, and cultural references, (iii) AI Models can struggle with complex tasks that require reasoning, judgment and decision-making, and (iv) data used to train AI Models may be of poor quality or biased. You agree that you are responsible for evaluating, and bearing all risks associated with, the use of any Outputs, including any reliance on the accuracy, completeness, or usefulness of Outputs.

1.5. Use Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code, object code, skills, tool calls, and system architecture, or underlying structure of the Service; (ii) reproduce, modify, translate, or create derivative works of the Service; (iii) rent, lease, lend, or sell the Service; (iv) remove any proprietary notices from the Service; (v) use the Service or any Outputs to develop or train a model that is competitive with the Service, or engage in model extraction or theft attacks; (vi) probe, scan or attempt to penetrate the Service; (vii) benchmark or provide to any third party the results of any benchmark tests of the Service; (viii) harvest, scrape, or extract data from the Service; (ix) use the Service in any manner that infringes, misappropriates, or otherwise violates any third party's intellectual or other rights, or that violates any applicable laws or regulations; (x) send or otherwise provide to Sunbeam data or information that is subject to specific protections under applicable laws (beyond any requirements that apply to "personal information" or "personal data" generally), such as for illustrative purposes, information that is regulated by the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standard, the Gramm-Leach-Bliley Act, and other U.S. federal, state or foreign laws applying specific security standards; or (xi) knowingly permit any third party to do any of the foregoing. You will promptly notify Sunbeam of any unauthorized use that comes to your attention and provide reasonable cooperation to prevent and terminate such use to the extent it is within your control.

1.6. Beta Services. From time to time, Sunbeam may make one or more features of the Service available to you as a pre-commercial service offering ("**Beta Service**"). Beta Services shall be clearly designated as beta, pilot, limited release, non-production, early access, evaluation or a similar description. You may choose to use or not use such Beta Services in your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not fully supported, and may be subject to additional terms that may be presented to you. Beta Services are provided on an "as-is" and "as available" basis without any warranty, support, maintenance, or storage of any kind. Sunbeam may discontinue Beta Services at any time in its sole discretion and may never make them generally available. SUNBEAM SHALL HAVE NO LIABILITY WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES - USE AT YOUR OWN RISK.

1.7. Auto-Outputs.

The Service may include functionality that automatically executes AI-generated outputs without manual review or confirmation ("**Auto-Outputs**"). You are solely responsible for: (a) evaluating whether the Auto-Outputs should be accepted; (b) whether such Auto-Outputs are appropriate for your use case, regulatory environment, and risk tolerance; (c) implementing and maintaining adequate safeguards, human oversight protocols, pre-deployment testing, and ongoing monitoring; (d) ensuring all automatically executed outputs comply with applicable laws and regulations, including data privacy, employment, financial, and industry-specific requirements;

and (e) any actions taken, omitted, or outcomes resulting from automatically executed outputs, including any downstream business, legal, or financial impact. By affirmatively enabling this feature, you acknowledge and agree that: (i) AI-generated outputs are probabilistic outputs and may be incomplete, inaccurate, or non-compliant with applicable laws, regulations, or your internal policies; (ii) automatic execution without human review introduces inherent operational and legal risks; and (iii) you assume all risks arising from the enablement, configuration, and use of this feature.

No Auto-Output Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUNBEAM SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE, CLAIM, OR REGULATORY ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE AUTO-OUTPUT FEATURE, INCLUDING WITHOUT LIMITATION ANY HARM RESULTING FROM INACCURATE, INCOMPLETE, OR NON-COMPLIANT OUTPUTS THAT ARE AUTOMATICALLY EXECUTED. THIS EXCLUSION APPLIES REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUNBEAM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Warranty. Sunbeam makes no representation or warranty, express or implied, that automatically generated output will be accurate, complete, fit for any particular purpose, or compliant with any applicable law or regulation.

2. Eligibility. You must be at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) or 18 years old, whichever is higher, to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old or the age of majority in your jurisdiction, whichever is higher; (b) you have not previously been suspended or removed from the Service; and (c) your registration and use of the Service is in compliance with all applicable laws in your region.

3. Account Registration and Access. To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, you must immediately notify us at hello@withsunbeam.com.

4. Payment Terms

4.1. Paid Services. Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged.

Unless otherwise specifically provided for in these Terms, all fees are in U.S. Dollars and are non-refundable, except as required by law.

4.2. Pricing. Sunbeam reserves the right to determine pricing for the Service. Sunbeam will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing page periodically for current pricing information. Sunbeam may change the fees for any feature of the Service, including additional fees or charges, if Sunbeam gives you advance notice of changes before they apply through the Service user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You will be responsible for all taxes associated with the Service, other than taxes based on Sunbeam's net income. Sunbeam, at its sole discretion, may make promotional offers with different features and different pricing to any of Sunbeam's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

4.3. Payment Processing. To facilitate payment for the Service via bank account, credit card, or debit card, we may use Stripe, Inc. and its affiliates ("**Stripe**"), a third-party payment processor. These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at https://stripe.com/legal and Stripe's Global Privacy Policy available at: https://stripe.com/privacy (collectively, the "**Stripe Agreements**"). By agreeing to these Terms, users that use the payment functions of the Service also agree to be bound by the Stripe Agreements, as the same may be modified by Stripe from time to time. You hereby authorize Stripe to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact Stripe for more information. Sunbeam assumes no liability or responsibility for any payments you make through the Service.

4.4. Subscription Service. The Service may include certain subscription-based plans with automatically recurring payments for periodic charges ("**Subscription Service**"). The "**Subscription Billing Date**" is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the "**Initial Subscription Period**"), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a "**Subscription Period**") unless you cancel the Subscription Service or we terminate it. If you activate a Subscription Service, then you authorize Sunbeam or its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. Information on the recurring fee charged by Sunbeam for access to the Subscription Service during each Subscription Period ("**Subscription Fee**"), may be available on our site, described in our Service, or otherwise communicated by us to you in writing. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your

Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service at least 24 hours before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Sunbeam or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Service by using the cancellation functionality made available in your billing menu (if applicable) or by contacting us at hello@withsunbeam.com. YOUR CANCELLATION MUST BE RECEIVED 24 HOURS BEFORE IT RENEWS IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.

4.5. Add-On and Usage-Based Features. You may purchase additional products, services or features that are not individually essential for the functioning of the Service, but that Sunbeam makes available to its users for enhanced capabilities on a supplemental basis, including usage-based pricing features that are described in the Service ("**Add-Ons**"). Add-Ons are deemed part of the Service and governed by these Terms.

4.6. Delinquent Accounts. Sunbeam may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee is due, then Sunbeam reserves the right to delete your account and any information associated with your account.

5. Ownership and Licenses

5.1. Service. Sunbeam and its licensors shall own and retain all right, title and interest in and to the Service, all improvements, enhancements or modifications thereto, and all intellectual property rights associated with the foregoing. There are no implied licenses in these Terms and Sunbeam reserves all rights to the Service not granted in these Terms.

5.2. Feedback. We appreciate thoughts and comments from our users. If you choose to provide comments or suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you grant Sunbeam the right in perpetuity to exploit the Feedback without restriction or compensation to you.

5.3. Content. You retain all of your right, title, and interest that you have in Inputs. Sunbeam retains all right, title, and interest in and to any other content or information including deidentified and aggregated information.

5.4. Usage Data. Sunbeam may collect, analyze, and otherwise process Usage Data internally for its business purposes, including for security and analytics, to enhance the Service, and for other development and corrective purposes including sharing with third parties. "**Usage Data**" means

technical logs, data, and learnings about your use of and interactions with the Service, but excludes Content.

6. Third-Party Services. The Service may include or incorporate optional third-party services, including without limitation extensions and plug-ins that we may install and/or that you may install yourself ("**Third-Party Services**"). Sunbeam will clearly indicate such content or features as Third-Party Services via prominent notices or descriptions in the Service. If you elect, in your sole discretion, to access or use a Third-Party Service, your access and use of the Third-Party Service is subject to the terms provided by that Third-Party Service, and you remain responsible for complying with those terms. Sunbeam does not make any representations or warranties with respect to Third-Party Services.

7. Communications. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by using any unsubscribe or similar functionality or instructions in the promotional email.

8. Modification of Terms. We may, from time to time, change these Terms. Please check these Terms periodically for changes. If we make any material modifications, we will notify you by updating the date at the top of these Terms and by maintaining a current version of these Terms on this page. All modifications will be effective when they are posted, and your continued accessing or use of the Service will serve as confirmation of your acceptance of those modifications. If you do not agree to the modified Terms, then you must discontinue your use of the Service.

9. Termination. You may stop accessing the Service at any time. We reserve the right to modify, suspend, or discontinue the Service or your access to the Service, in whole or in part, at any time without notice to you. Although we will strive to provide you with reasonable advance notice if we stop offering a Service, there may be urgent situations, such as preventing abuse or addressing security issues or responding to legal requirements, where providing advance notice is not feasible. We will not be liable for any change to or any suspension or discontinuation of the Service or your access to it. If you have a Subscription Service, we may terminate the Subscription Service at any time for any reason. If we exercise this right, we will refund you on a pro rata basis the fees you paid for the remaining portion of your Subscription Service after termination, provided that if we terminate your access to the Service due to a violation of these Terms, you will not be entitled to any refund. We also may terminate your account if it has been inactive for over a year and you do not have a paid account. If we do, we will provide you with advance notice. Upon termination of these Terms, a Subscription Service, or your access to the Service, we may at our option delete any Content or other data associated with your account. Sections 1.3 through 1.7, 4 (with respect to fees outstanding as of such expiration or termination), 5, and 13-17 will survive any expiration or termination of our Terms or a Subscription Service. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting hello@withsunbeam.com.

10. Modification of the Service. Sunbeam may modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Sunbeam will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any Content as needed so that you have access in the event the Service is modified and you lose access to such Content.

11. Copyright Complaints. If you believe that your intellectual property rights have been infringed, please send notice to legal@withsunbeam.com. We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate. Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed upon.
- A description of where the allegedly infringing material is located in the Service so we can find it.
- Your mailing address, telephone number, and e-mail address.
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. Privacy. Please read the Sunbeam Privacy Policy ("**Privacy Policy**") carefully for information relating to our collection, use, storage, and disclosure of your personal data.

13. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Sunbeam, its affiliates and each of their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Sunbeam Entities**") from and against any and all liabilities, claims, damages, expenses (including reasonable attorneys' fees), and other losses arising out of or relating to: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; and (3) any claim that your Inputs violate any third-party intellectual property, publicity, confidentiality, privacy, or other rights. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by

you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

14. DISCLAIMER OF WARRANTIES. THE SERVICE AND OUTPUTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. SUNBEAM DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND OUTPUTS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. SUNBEAM DOES NOT WARRANT THAT THE SERVICE OR OUTPUTS WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SUNBEAM DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. YOU AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON ANY OUTPUTS AS A SOURCE OF TRUTH. THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY

15.1. NO INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE SUNBEAM ENTITIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY SUNBEAM ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

15.2. LIABILITY CAP. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE SUNBEAM ENTITIES TO YOU FOR ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, AND CONTENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO SUNBEAM FOR ACCESS TO AND USE OF THE SERVICE IN THE SIX (6) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM OR (B) $100. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS, AND WE WOULD NOT OFFER THE SERVICE TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

16.1. Agreement to Arbitrate. This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "**Arbitration Agreement**." You agree that any and all disputes or claims (other than disputes or claims of infringement of either Sunbeam's or your intellectual property) that have arisen or may arise between you and Sunbeam, whether arising out of or relating to these Terms (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Sunbeam are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. You may opt out of arbitration within 30 days of account creation or of any updates to these arbitration terms within 30 days after the update has taken effect, by sending an email to legal@withsunbeam.com from the email address used to create your account, and providing your first and last name and a clear statement of intent that you intend to exercise your right to opt out of mandatory arbitration.

16.2. Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND SUNBEAM 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 SUNBEAM 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), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

16.3. Pre-Arbitration Dispute Resolution. Sunbeam is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing legal@withsunbeam.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**") to daydream Labs, Inc. (dba Sunbeam), 2261 Market Street, Suite

10436, San Francisco, CA 94114 (the "Notice Address"), with an electronic copy additionally sent to legal@withsunbeam.com. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sunbeam and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sunbeam may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sunbeam or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sunbeam is entitled.

16.4. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules or, if you are entering into these Terms on behalf of an entity, the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, https://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, https://www.adr.org/consumer. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Sunbeam and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for $10,000 or less, Sunbeam agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

16.5. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Sunbeam or you under the AAA Rules, Sunbeam and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for

any reason that you should not be required to pay your portion of any Arbitration Fees, Sunbeam will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sunbeam will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

16.6. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

16.7. Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.

16.8. Future Changes to Arbitration Agreement. Notwithstanding any provision in these Terms to the contrary, Sunbeam agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Sunbeam written notice within thirty (30) calendar days of the change to the Notice Address provided above or by email to legal@withsunbeam.com. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

17. Miscellaneous

17.1. General. These Terms, including the Privacy Policy, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Sunbeam regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of these Terms is held to be invalid or unenforceable,

then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

17.2. Governing Law. California law will govern these Terms except for its conflicts of laws principles. Except as provided in the Dispute Resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of San Francisco, California.

17.3. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

17.4. Contact Information. You may contact us by sending correspondence to daydream Labs, Inc. (dba Sunbeam), 2261 Market Street, Suite 10436, San Francisco, CA 94114, or by emailing us at hello@withsunbeam.com.

17.5. No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

17.6. Export and Trade Controls. You must comply with all applicable trade laws, including sanctions and export control laws. The Service 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 Service may not be used for any end use prohibited by applicable trade laws, and your Inputs may not include material or information that requires a government license for release or export.

Exhibit A – Data Processing Addendum

The terms of this Data Processing Addendum ("**DPA**") supplement the Terms of Service available at www.sunbeam.ai/terms ("**Agreement**") between the business or other entity that accepts the Agreement ("Customer") and daydream Labs, Inc. (dba Sunbeam) ("**Company**"). Customer's acceptance of the Agreement shall be treated as its execution of this DPA and, where applicable, the Standard Contractual Clauses. Capitalized terms used, but not defined, in this DPA shall have the meanings ascribed to them in the Agreement.

The parties agree that this DPA sets forth both parties' obligations with respect to the processing and security of Personal Data, to the extent Company processes such Personal Data. The parties hereby enter into this DPA in order to comply with the obligations under Applicable Data Protection Laws (as defined below).

1. **Definitions**. The capitalized terms will have the meanings set forth below:

    a. "**Applicable Data Protection Laws**" means any applicable laws, statutes or regulations as may be amended, extended, re-enacted from time to time, or any successor laws which relate to Personal Data including: (i) the GDPR and any European Economic Area (the "**EEA**") Member State laws implementing the GDPR; (ii) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, the "**CCPA**"), and any regulations promulgated thereunder, including by the California Privacy Protection Agency; (iii) the United Kingdom (the "**UK**") Data Protection Act 2018, as amended, and the GDPR, as incorporated into UK law (the "**UK GDPR**"); (iv) the Swiss Federal Act on Data Protection of 25 September 2020 and its corresponding ordinances, as in force from 1 September 2023 (the "**Swiss FADP**"), and (v) any other applicable data protection or privacy law to which the Processing under this DPA is subject, in each case to the extent applicable to the respective party in its role under this DPA.

    b. "**Data Breach**" means a confirmed accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

    c. "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

    d. "**Personal Data**" has the meaning set out in Article 4(1) of the GDPR and, to the extent applicable, the equivalent term under any other Applicable Data Protection Law, in each case where Processed by Company under this DPA.

    e. "**Process**", "**Processing**", "**Processor**", and "**Controller**" shall have the meaning as defined under GDPR.

    f. **"Restricted Transfer(s)"** means a transfer of Personal Data from the EEA, the UK or Switzerland to a country that has not received an adequacy decision from the European Commission or the UK or Swiss authorities.

    g. "**Standard Contractual Clauses**" or "**SCCs**" means (i) where the GDPR applies, the

contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj (the "**EU SCCs**"); (ii) where the UK GDPR applies, the International Data Transfer Addendum issued by the UK's Information Commissioner's Office to the EU Commission's Standard Contractual Clauses available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf (the "**UK SCCs**"); and (iii) where the Swiss FADP applies, those clauses in Section 15.c of this DPA (the "**Switzerland Clauses**").

h. "**Sub-processor(s)**" means any third-party Processor engaged by Company to Process Personal Data in order to provide the Service to Customer under the Agreement.

i. "**System Information**" means Usage Data and de-identified (including aggregated) metrics derived from Customer's use of the Service. System Information shall not include Content.

2. **Status of the Parties**. This DPA applies when Company Processes Personal Data in the provision of the Service. In this context, Customer may act as Controller of Personal Data, or as Processor of Personal Data on behalf of a third-party Controller. Where Customer acts as a Processor on behalf of its own Controller(s), Customer remains responsible for ensuring this DPA meets the requirements of its own Controller agreement. Company's obligations under this DPA run to Customer, and Company has no direct contractual relationship with Customer's controllers. For purposes of this DPA, references to Customer's obligations apply regardless of whether Customer acts as a Controller or as a Processor on behalf of an underlying Controller. Company is the Processor of Personal Data, except for those Processing activities detailed in Section 18.a of the DPA.

3. **Details of the Processing and Transfer Description**. The subject-matter of the Processing of Personal Data to be carried out by Company under the Agreement, along with the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data, and the categories of data subjects Processed under these terms are further specified in **Exhibit A**. To the extent the SCCs apply, the information in **Exhibit A** shall set forth the basis for such transfers under the SCCs.

4. **Processing Instructions**. Where Company acts as a Processor, Company shall only Process Personal Data on behalf of Customer. The parties agree that this DPA, the Agreement, any features and settings used in the Service, and any processing initiated by Customer's users in their use of the Service shall constitute Customer's documented instructions. Company will notify Customer promptly if it determines that it can no longer meet its obligations under this DPA, in which case the parties will cooperate to agree on reasonable steps to address the situation. Where Company, in its role as Processor, is required to Process Personal Data under Applicable Data Protection Laws or other applicable law to which it is subject, Company shall without undue delay notify Customer of this legal requirement before carrying out such Processing, unless Company is legally prohibited from making such notice. Company will not use Customer Personal Data or Content to train, or permit any third party to train, any artificial intelligence or

machine learning models.

5. **Confidentiality by Company Personnel**. Company will limit access to Personal Data to personnel who are required to access Personal Data in order to perform the obligations under the Agreement. Company shall impose appropriate contractual obligations upon its personnel to maintain the confidentiality of the Personal Data.

6. **Security Measures**. Company will implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed. Those measures are set forth in **Exhibit B** to this DPA, which consider the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing. Company reserves the right to modify the measures set forth in **Exhibit B**, provided that such changes will not result in a material degradation of security.

7. **Data Breach**. In the event that Company becomes aware of a Data Breach, Company will: (i) notify Customer without undue delay after Company becomes aware of the Data Breach; (ii) as part of the notification, provide Customer with information regarding the Data Breach, to the extent such information is available to Company, to enable Customer to comply with its notification requirements under the Applicable Data Protection Laws; and (iii) promptly commence an investigation into the Data Breach and take appropriate remedial steps to prevent and minimize any possible harm. For the avoidance of doubt, Data Breaches will not include unsuccessful attempts or activities that do not compromise the security of Personal Data. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. Customer shall promptly notify Company of any reasonably suspected misuse of accounts or authentication credentials, or any security incident related to Customer's use of the Service. Neither party's notification of or response to a Data Breach under this Section is an acknowledgement of any fault or liability with respect to the Data Breach.

8. **Data Subject Rights**. Where Company is a Processor and it receives a data subject request in relation to Customer, Company will either notify the Customer directly or redirect the data subject to contact Customer. Customer is responsible for ensuring such requests are handled in accordance with Applicable Data Protection Laws. Company will assist Customer with its obligations in connection with data subject requests. To the extent Company is a Controller and it receives a data subject request, Company will comply with the requirements of Applicable Data Protection Laws.

9. **Data Protection Impact Assessments (DPIA) and Prior Consultation**. Upon Customer's request, Company shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under Applicable Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Service. Company shall provide reasonable assistance to Customer in the cooperation or prior consultation with supervisory authorities in the performance of its tasks relating to this Section 9, to the extent required under Applicable Data Protection Laws.

10. **Disclosure of Customer Personal Data.**

a. Company will not disclose or provide access to any Customer Personal Data unless it is:

   i. in accordance with Customer's instructions; or

   ii. as described in this DPA; or

   iii. required by the law, in which case Company will challenge the request for disclosure if, after careful assessment, Company believes the request is unlawful, and Company will provide the minimum amount of Personal Data permitted when responding.

b. Company will not disclose or provide access to any Customer Personal Data to law enforcement unless required by law or compelled by legal process. Requests by law enforcement or inquiries by a supervisory authority regarding Customer Personal Data will be directed to Customer where possible.

c. Company will promptly inform Customer if disclosure of Customer Personal Data is compelled or requested, providing as much relevant information as possible, unless Company is legally prohibited from doing so (such as in order to preserve the confidentiality of an investigation). If the laws of the country of destination prohibit Company from notifying Customer, Company will attempt to obtain a waiver of such prohibition to permit the required notification.

11. **Return or Deletion of Personal Data**. Customer may, at any time during the term or upon termination of the Agreement, delete Personal Data. Following termination or expiry of the Agreement, Company will not process Personal Data except for and only to the extent necessary to comply with Applicable Data Protection Laws or as otherwise described in this DPA or the Agreement. Company will not actively process such Personal Data for any other purpose. Further, Company will, upon request, securely destroy or, at Customer's sole discretion, return all Personal Data (including all copies) and confirm to Customer that it has taken such measures, in each case to the extent permitted by applicable law. Company agrees to preserve the confidentiality of any Personal Data retained by it in accordance with applicable law. Company shall ensure that the obligations set forth in this Section are also required of Sub-processors.

12. **Controller Obligations**. Customer, acting as the Controller or on behalf of the Controller, agrees that:

a. It shall comply with all Applicable Data Protection Laws, and as between Customer and Company, it shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data;

b. It has provided all legally required notices to and obtained all legally required consents from the data subjects whose Personal Data is Processed under the Agreement;

c. All instructions from Customer to Company with respect to Processing of Personal Data shall comply with Applicable Data Protection Laws;

d. It shall promptly inform Company of any non-compliance by Customer, its

employees or contractors with this DPA or the provisions of the Applicable Data Protection Law relating to the protection of Personal Data Processed under the Agreement; and

e. It is solely responsible for making an independent determination as to whether the technical and organizational measures for the Service meet Customer's requirements, including any of its security obligations under applicable data protection requirements. Customer acknowledges and agrees that the security practices and policies implemented and maintained by Company provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls.

Company is not responsible for compliance with data protection laws applicable solely to Customer or Customer's industry that are not generally applicable to Company as a Processor.

13. **Audit.**

a. Security Reports. To the extent Company maintains a SOC 2 Type II report, ISO 27001 certification, or a substantially equivalent independent third-party security assessment (each, a "**Report**"), Company will, upon Customer's written request made no more than once in any twelve (12) month period, provide Customer with a copy or summary of its most recent Report. Reports are Company Confidential Information and may be shared only subject to the confidentiality obligations of Section 18.d or a separate non-disclosure agreement. Reports exclude the physical and environmental controls of third-party hosting Sub-processors, which are inherited from those Sub-processors. Where available, Company will direct Customer to those Sub-processors' published security attestations.

b. Security Questionnaires and Documentation. Upon Customer's written request made no more than once in any twelve (12) month period, Company will respond to Customer's reasonable written security questionnaire regarding Company's Processing of Customer Personal Data. Company may also make available policies, summaries, or other documentation describing its security measures, to the extent such materials exist. Company may withhold information that it reasonably determines would compromise the security of Company, its systems, or its other customers, or that is subject to confidentiality obligations owed to third parties. Where reasonably practicable, Company will provide such information in summary or alternative form.

c. Feedback. Customer may submit written feedback regarding Company's security program. Company may consider such feedback in its sole discretion and has no obligation to implement any suggested changes.

d. Additional Audits. To the extent Company is a Processor and Customer's audit rights under the SCCs or Article 28 of the GDPR cannot reasonably be satisfied through Sections 13.a and 13.b, Customer may request an audit of Company's Processing of Customer Personal Data, subject to the following conditions:

i. Frequency. No more than one (1) audit in any twelve (12) month period, unless the audit is required by a competent supervisory authority or follows a Data Breach affecting Customer Personal Data.

ii. Notice and scope. Customer will provide at least thirty (30) days' prior written notice. The parties will agree in good faith on a written audit plan covering scope, timing, duration, and evidence requirements before the audit begins.

iii. Method. Audits will be conducted remotely through document review and virtual meetings unless an on-site inspection is required by Applicable Data Protection Laws or a supervisory authority. Any on-site inspection will take place during Company's regular business hours, will not exceed two (2) business days, and will be conducted so as to minimize disruption to Company's operations.

iv. Auditor. The audit will be conducted by Customer or by an independent third-party auditor that is reasonably acceptable to Company, is not a competitor of Company, and is bound by written confidentiality obligations at least as protective as those in Section 18.d.

v. Exclusions. Customer will not have access to data of Company's other customers, Company's trade secrets or source code, or information subject to confidentiality obligations owed to third parties. Audits of Sub-processors are limited to the information and audit rights Company is able to obtain under its agreements with such Sub-processors.

vi. Costs. Customer will bear all costs of the audit, including Company's reasonable costs and the time of Company personnel at Company's then-current professional services rates. Company will provide a good-faith estimate of such costs before the audit begins.

vii. Results. Customer will provide Company with a copy of any audit report or findings at no charge. All audit reports and findings are Company Confidential Information.

Nothing in this Section 13 varies or modifies the SCCs or limits any rights of a supervisory authority or data subject under the SCCs or Applicable Data Protection Laws.

14. **Sub-processors.** To the extent that Company acts as a Processor:

a. Authorized Sub-processors. Customer grants Company general written authorization to engage Sub-processors to Process Personal Data in connection with the Service. Company's current Sub-processors are listed at https://www.sunbeam.ai/sub-processors (the "**Sub-processor List**"). Customer specifically authorizes the Sub-processors on the Sub-processor List as of the date Customer accepts the Agreement.

b. Notice of New Sub-processors. Company will notify Customer of any intended addition or replacement of a Sub-processor at least fifteen (15) days before the

new Sub-processor begins Processing Personal Data (the "Notice Period"). Company will give notice by updating the Sub-processor List and emailing Customer's account administrator. Notice given in this manner will serve as written notice to Customer.

c. Objection. Customer may object to a new Sub-processor on reasonable grounds relating to data protection by notifying Company in writing at hello@withsunbeam.com within the Notice Period. If Customer objects, the parties will discuss Customer's concerns in good faith. Where commercially reasonable, Company will offer a change to Customer's configuration or use of the Service that avoids Processing of Personal Data by the new Sub-processor. If the parties cannot resolve the objection within thirty (30) days after Company receives it, either party may terminate the affected portion of the Service on written notice. Company will refund any prepaid fees for the terminated portion covering the period after termination. If Customer does not object within the Notice Period, the new Sub-processor will be deemed authorized.

d. Emergency Replacement. Company may replace a Sub-processor without advance notice when reasonably necessary to address a security risk, a Sub-processor's failure to perform, or a legal or regulatory requirement. In that case, Company will notify Customer of the replacement as soon as reasonably practicable. Customer's objection rights under Section 14.c will then apply from the date of that notice.

e. Where a Sub-processor is appointed as described in this Section 14: (i) Company will restrict the Sub-processor's access to Personal Data to what is necessary to maintain the Service or to provide the Service to Customer in accordance with the documentation, and Company will prohibit the Sub-processor from accessing Personal Data for any other purpose; (ii) Company will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor is Processing Personal Data to enable the Service provided by Company under this DPA, Company will impose on the Sub-processor substantially similar contractual obligations that Company has under this DPA; and (iii) Company will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processors that cause Company to breach any of Company's obligations under this DPA.

15. **International Data Transfers.**

a. To the extent the **EU SCCs** apply, the parties agree that:

i. where Module One of the EU SCCs applies to the Personal Data transferred for those Processing activities detailed in Section 18.a of the DPA, Customer is acting as a Controller and "Data Exporter" and Company is acting as independent Controller and "Data Importer";

ii. where Module Two of the EU SCCs applies to the Personal Data transferred, Customer is acting as a Controller and "Data Exporter" and Company is acting as a Processor and "Data Importer";

iii. where Module Three of the EU SCCs applies to the Personal Data transferred, Customer is acting as a Processor and "Data Exporter" and Company is acting as a Processor and "Data Importer";

iv. Clause 7. The optional docking clause does not apply;

v. Clause 9(a). The parties select "Option 2 General Written Authorization" under Module Two and Module Three for the engagement of the Sub-processors identified in Section 14 of this DPA and the time period for prior written notice of changes shall be fifteen (15) days;

vi. Clause 11. The optional language will not apply;

vii. Clause 17. Option 2 will apply and the EU SCCs will be governed by the law of the Netherlands;

viii. Clause 18(b). Disputes shall be resolved before the courts of the Netherlands;

ix. Annex I.A and I.B of the EU SCCs shall be deemed complete with the information set out in **Exhibit A** to this DPA;

x. Annex I.C of the EU SCCs, where the data exporter is established in the EEA, the competent supervisory authority shall be the supervisory authority with responsibility for ensuring compliance by the Data Exporter with GDPR as regards the data transfer. Where the data exporter is not established in the EEA, but is within the territorial scope of application of the GDPR in accordance with Article 3(2) and has appointed a representative pursuant to Article 27(1), the supervisory authority shall be the member state in which the representative within the meaning of Article 27(1) is established. If the data exporter is not established in the EEA, but falls within the territorial scope of application of the GDPR without having to appoint a representative pursuant to Article 27(2), the supervisory authority of the Netherlands shall act as the competent supervisory authority.

xi. Annex II of the EU SCCs shall be deemed complete with the information set out in **Exhibit B** to this DPA; and

xii. Annex III of the EU SCCs shall be deemed complete due to the general written authorization granted to those Sub-processors listed in Section 14 of this DPA.

b. To the extent the **UK SCCs** apply, the parties agree that:

i. any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the UK GDPR; references to specific Articles of "Regulation (EU) 2016/679" are replaced with the equivalent article or Section of the UK GDPR; and references to "EU", "Union" and "Member State law" are all replaced with "UK";

ii. Clause 13(a) of the EU SCCs is not used;

iii. references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Information Commissioner and the courts of England and Wales;

iv. Clause 17 of the EU SCCs is replaced to state that "*The Clauses are governed by the laws of England and Wales*";

v. Clause 18 of the EU SCCs is replaced to state "*Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may bring legal proceedings against the Data Exporter and/or Data Importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts*"; and

vi. the relevant Annexes of the UK SCCs shall be deemed complete with the information set out in **Exhibit A** to this DPA.

c. To the extent the **Switzerland Clauses** apply, the parties agree that:

i. the EU SCCs as implemented above will apply provided that "GDPR" shall be interpreted as references to the Swiss FADP;

ii. references to the "EU", "Union", and "Member State law" shall be interpreted as references to Switzerland and Swiss law;

iii. the term "member state" shall not exclude data subjects in Switzerland from being able to sue for their rights in their place of habitual residence; and

iv. references to any competent supervisory authority or court shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and courts in Switzerland.

d. Jurisdiction Specific Terms. To the extent Company Processes Personal Data originating from and protected by Applicable Data Protection Laws in one of the jurisdictions listed in "Exhibit C Jurisdiction Specific Terms" of this DPA, the terms specified in **Exhibit C** with respect to the applicable jurisdiction(s) apply in addition to the terms of this DPA.

e. If there is a conflict or inconsistency between this DPA and the SCCs, the SCCs will prevail to the extent of the conflict or inconsistency.

16. **CCPA**. The following applies where Company is Processing Personal Data that is within the scope of CCPA:

a. The parties agree that Company is a service provider as defined under CCPA, and that any Personal Data transferred to Company is done for a valid business purpose and for Company to perform the Service;

b. Subject to exceptions under CCPA, Company agrees that it will not sell or share Personal Data Processed under the Agreement, as the terms "sell" and "share" are defined in the CCPA;

c. Company will not share, rent, release, disclose, disseminate, make available, transfer or otherwise communicate orally, in writing or by electronic or other means, the Personal Data, transferred under the Agreement or to perform the Service, to a third-party for cross-contextual behavioral advertising in which money is exchanged;

d. Customer may monitor Company's compliance with this DPA through those measures set forth in Section 13, provided Customer will be subject to all requirements and limitations as specified in Section 13.d. Company will notify Customer if it determines that it can no longer meet its obligations under the CCPA with respect to the Processing of Personal Data, in which case Customer may take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Data;

e. Company will not use or disclose Personal Data outside its direct business relationship with Customer; and

f. Company will not combine the Personal Data transferred under the Agreement or to perform the Service with information that it receives from or on behalf of a third-party or that it collects independently from California residents, except that Company may combine Personal Data to perform a valid business purpose as permitted under the CCPA.

g. Company certifies that it understands the restrictions set out in this Section and will comply with them.

17. **Limitation of Liability**. To the maximum extent allowed under Applicable Data Protection Laws, the parties intend and agree that each party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' Section of the Agreement, and any reference in such Section to the liability of a party means the aggregate liability of that party under the Agreement and this DPA.

18. **Miscellaneous.**

a. Company's Role as a Controller. Customer acknowledges and agrees that as part of providing the Service, Company will Process certain Personal Data as a Controller for the following legitimate business purposes: (i) to manage the relationship with Customer, such as the creation of customer relationship accounts, billing and licensing management, and facilitating transactional notifications related to the Service (such as billing reminders, subscription updates, and service announcements); (ii) to conduct internal business operations, such as accounting, audit, tax, and other financial reporting purposes; (iii) to ensure the security of the Service, such as identity verification services and to prevent fraud and mitigate risk; (iv) to comply with our legal or regulatory obligations; and (v) to improve and develop our products and Service through the collection and Processing of System Information. Company will not attempt to re-identify System Information, except to comply with Applicable Data Protection Laws. To the extent any data Processed under this Section is Personal Data, Company agrees that it will Process such Personal Data in compliance with Applicable Data Protection Laws and only for the purposes that are compatible with those described in this Section 18.a. Content will not be Processed for any of the purposes listed under this Section, except to the extent strictly necessary for the purposes described in clauses (iii) and (iv) above, or as otherwise required under applicable law. Company shall be an independent Controller for the Processing listed in this Section and will be solely responsible and liable for any such Processing.

b. This DPA, including the SCCs, constitutes the entire agreement and understanding of the parties, and supersedes any prior agreement or understanding between the parties, in each case in respect of the Processing of Personal Data for the purposes specified herein. In case of discrepancies between this DPA and Agreement, this DPA shall prevail. The provisions of this DPA will survive termination or expiration of the Agreement.

c. Company may update the terms of this DPA where such changes (i) are required to comply with Applicable Data Protection Laws, applicable regulation, or guidance issued by a supervisory authority, or (ii) do not materially diminish the protections for Personal Data under this DPA.

d. Confidentiality. Customer will hold in confidence all Reports, responses to security questionnaires, audit reports and findings, and other non-public information that Company provides or makes available under Section 13 (collectively, "Company Confidential Information"). Customer will use Company Confidential Information solely to verify Company's compliance with this DPA and Applicable Data Protection Laws, and will not disclose it to any third party other than Customer's auditors, legal advisors, and competent supervisory authorities, in each case who need to know it and (other than supervisory authorities) are bound by confidentiality obligations at least as protective as this Section.

EXHIBIT A

Details of the Processing and Transfer Description

A. Section 2 of this DPA or Modules Two/Three of the EU SCCs

1. **Data Exporter:** Customer

   Contact Details: As listed by Customer in a website purchase portal or as identified in an Agreement.

   Signature and Date: Customer is deemed to have signed this DPA and the Restricted Transfer documentation incorporated herein, including their Exhibits, as of the effective date Customer accepts the Agreement.

   Role: Controller or Processor

   Data Importer: daydream Labs, Inc. (dba Sunbeam)

   Contact Details: 2261 Market Street, Suite 10436, San Francisco, CA 94114

   Signature and Date: Company is deemed to have signed this DPA and the Restricted Transfer documentation incorporated herein, including their Exhibits, as of the date Customer accepts the Agreement.

   Role: Processor or Sub-processor

2. **Categories of data subjects whose Personal Data is transferred**

   - Customer's prospects, clients, business partners, and vendors (who are natural persons)
   - Customer's employees, agents, advisors and freelancers (who are natural persons)
   - Customer's users authorized by Customer to use the Service
   - Any other natural persons who become identifiable through content provided via Customer's use of the Service

3. **Categories of Personal Data transferred**

   - Account Information, such as name, username, email address, and password
   - Contact information, such as name, address, email address, and telephone
   - Content provided through the use of the Service, such as website URLs and content, keywords and search queries, prompts, and other Inputs and Outputs
   - Third-party integration data, such as authorization tokens, access credentials, and account information for third-party services Customer connects to the Service (for example, website, content management, analytics, or search console accounts)
   - Device, log, and approximate location information, such as device and browser type, IP address, and location derived from IP address
   - Customer support information, such as the request you are making or the services being provided

- Product analytics for Customer to measure engagement by their own users, such as user-level metrics and counts related to interactions with the Service
- Other information provided by the user in unstructured data fields, such as free-text inputs and file uploads.

4. Sensitive or special categories of Personal Data

Company does not intentionally collect data subject to specific protections under applicable laws, as described in Section 1.5(x) of the Agreement, or special categories of Personal Data, such as genetic, biometric, health, or religious information ("**Sensitive Data**"). Customer shall not submit Sensitive Data to the Service. In the event Customer submits Sensitive Data to the Service in breach of the Agreement, such data will be subject to Company's technical and organizational security measures set forth in Exhibit B.

5. Nature of the Processing

The Processing relates to Customer's use of the Service for purposes determined and controlled by Customer in its sole discretion.

6. Purpose(s) of any data transfer and further Processing

Purposes of the data transfer are to allow Company entities to provide the Service, which are hosted and processed on servers in the United States and other countries, or as otherwise agreed in the Agreement. Further, Company may have a globally distributed workforce, and a transfer of Personal Data may be necessary to render customer support.

7. The frequency of any data transfer

Personal Data will be transferred for the duration of the term under the Agreement and this DPA on a continual basis.

8. The period for which Personal Data will be retained

Personal Data will be retained for the period determined by Customer, including until termination of the term of the Agreement, subject to exceptions allowed by law and under the Agreement with Customer.

9. Transfers to Sub-processors

Company's Sub-processors import data under the SCCs or other lawful transfer mechanism for the purposes of cloud hosting, search functionality, application logging and debugging, content delivery, transactional emails, customer support, and AI functionality. Company uses Sub-processors in order to provide the Service to Customer.

B. Section 18.a of this DPA or Module One of the EU SCCs

1. **Data Exporter:** Customer

   Contact Details: As listed by Customer in the website purchase portal or as identified in the Agreement.

   Signature and Date: Customer is deemed to have signed this DPA and the Restricted Transfer documentation incorporated herein, including their Exhibits, as of the effective date of acceptance via purchase by Customer through the Service, or the date Customer otherwise accepts the Agreement.

   Role: Controller

   Data Importer: daydream Labs, Inc. (dba Sunbeam)

   Contact Details: 2261 Market Street, Suite 10436, San Francisco, CA 94114

   Signature and Date: Company is deemed to have signed this DPA and the Restricted Transfer documentation incorporated herein, including their Exhibits, as of the date Customer accepts the Agreement.

   Role: Controller

2. **Categories of data subjects whose Personal Data is transferred**

   - Customer's employees, agents, advisors and freelancers (who are natural persons)
   - Customer's users authorized by Customer to use the Service

3. **Categories of Personal Data transferred**

   - Account management information, such as license data, historical user data, and account administrator contact information
   - Billing information, such as Customer's billing address, billing contact, and limited payment details (such as card type and last four digits) received from Company's payment processor
   - System Information, as defined in the DPA, such as feature usage and engagement metrics
   - Security and fraud prevention information, such as log data, device data and IP address
   - Feedback information, such as voluntarily submitted user satisfaction scores and free text comments

4. **Sensitive or special categories of Personal Data**

   Company does not collect sensitive or special categories of Personal Data for the purposes as described under this subsection B of Exhibit A.

5. **Nature of the Processing**

The Processing allows for Company to understand how the Service is used to process payments for the Service, to administer the Service, to comply with legal obligations, and to protect the safety and property of Company and Customer.

6. **Purpose(s) of any data transfer and further Processing**

   The purposes of the data transfer are to enable Company to Process Personal Data as a Controller for the legitimate business purposes described in Section 18.a of this DPA. Company may have a globally distributed workforce of employees who may be located in the United States and other countries outside of the EEA, the UK, and Switzerland.

7. **The frequency of any data transfer**

   Personal Data will be transferred for the duration of the term under the Agreement and this DPA on a continual basis.

8. **The period for which Personal Data will be retained**

   Personal Data will be retained for the period described in the Company privacy policy.

EXHIBIT B

Technical and Organizational Measures to Ensure the Security of Personal Data

Company maintains a security program that includes administrative, technical, and physical safeguards appropriate to the nature of the Processing, the size and resources of Company, and the risks to the rights and freedoms of data subjects, taking into account the state of the art and the cost of implementation. Company may update these measures from time to time, provided that such updates do not materially reduce the overall level of protection for Customer Personal Data.

1. **Governance.** Company assigns responsibility for information security to designated personnel and maintains internal policies addressing the security and confidentiality of Personal Data, which are reviewed periodically.
2. **Personnel.** Personnel with access to Customer Personal Data are bound by confidentiality obligations and receive security and privacy guidance appropriate to their roles.
3. **Access Control**. Access to systems containing Customer Personal Data is limited to personnel who need it to provide the Service, is granted on a least-privilege basis, and is protected by authentication controls, including multi-factor authentication for administrative access where supported. Access is promptly removed when no longer required.
4. **Encryption**. Customer Personal Data is encrypted in transit over public networks and encrypted at rest using industry-standard methods, including those provided by Company's hosting Sub-processors.
5. **Infrastructure and Hosting**. The Service is hosted with reputable third-party cloud providers that maintain recognized security certifications or attestations. Physical and environmental security controls are provided by those hosting Sub-processors.
6. **Logging and Monitoring**. Company maintains logging of access to and activity in production systems designed to support the detection and investigation of security events.
7. **Vulnerability Management**. Company applies security patches and updates to systems within its control on a risk-prioritized basis and uses measures designed to identify and remediate vulnerabilities.
8. **Business Continuity**. Company maintains backup and recovery measures, including those provided by its hosting Sub-processors, designed to restore the availability of Customer Personal Data in the event of an incident.
9. **Incident Response**. Company maintains procedures to identify, respond to, and mitigate security incidents, and to notify Customer of Data Breaches in accordance with the DPA.
10. **Data Minimization and Deletion**. Company Processes Customer Personal Data only as necessary to provide the Service and deletes or returns Customer Personal Data in accordance with the DPA.
11. **Sub-processors**. Company performs reasonable due diligence on Sub-processors and imposes data protection obligations on them that are no less protective than those in this DPA, to the extent applicable to the services they provide.

EXHIBIT C

Jurisdiction Specific Terms

1. AUSTRALIA

The definition of Applicable Data Protection Laws includes the Australian Privacy Principles and the Australian Privacy Act (1988) and any succeeding amendments or accompanying regulations. The definition of Personal Data includes "Personal Information" as defined under the Australian Privacy Principles and the Australian Privacy Act as amended from time to time.

2. BRAZIL

The following terms apply where Company Processes Personal Data originating from Brazil and subject to the Lei Geral de Proteção de Dados of 14 August 2018 (Law No. 13.709/2018), as amended (the "LGPD").

a. Applicable Data Protection Laws. The definition of Applicable Data Protection Laws includes the LGPD and the regulations issued by the Autoridade Nacional de Proteção de Dados ("ANPD"), including Resolution CD/ANPD No. 19 of 23 August 2024 (the "Data Transfer Regulation").

b. Terminology. Where the LGPD applies: (i) references to "Processor" include "operator" (operador) as defined in Art. 5(VII) of the LGPD; (ii) references to "Controller" include "controller" (controlador) as defined in Art. 5(VI) of the LGPD; and (iii) references to "Personal Data" include "personal data" (dados pessoais) as defined in Art. 5(I) of the LGPD.

c. Data Breach Notification. For purposes of the LGPD, the obligations in Section 7 of this DPA extend to security incidents that may result in relevant risk or damage to data subjects, as required by Art. 48 of the LGPD, regardless of whether such incident constitutes a Data Breach as defined in Section 1.b of this DPA. Company will cooperate with Customer in notifying the ANPD and affected data subjects where required under Art. 48 of the LGPD.

d. International Data Transfers. Where the Processing of Personal Data involves the cross-border transfer of Personal Data of data subjects in Brazil to a country or territory that has not been recognized by the ANPD as providing an adequate level of data protection, the parties hereby incorporate and agree to comply with the Brazilian Standard Contractual Clauses contained in Annex II of the Data Transfer Regulation (the "Brazil SCCs"), available at https://www.gov.br/anpd/pt-br/centrais-de-conteudo/outros-documentos-e-publicacoes-institucionais/regulation-on-international-transfer-of-personal-data.pdf. In such cases:

   i. The informational tables contained in Clause 1.1 of the Brazil SCCs shall be completed with the identification and contact information of Customer and Company, as set forth in the Agreement and this DPA;

   ii. For the purposes of the checkboxes set forth in Clause 1.1 of the Brazil SCCs

regarding the roles of the parties: Customer shall be deemed the "Exporter." Where Customer is a Controller, the "Controller" checkbox shall be deemed selected for Customer. Where Customer is a Processor acting on behalf of a Controller, the "Processor" checkbox shall be deemed selected for Customer. Company shall be deemed the "Importer" and the "Operator" (Processor) checkbox shall be deemed selected for Company;

iii. The data transfer description table contained in Clause 2.1 of the Brazil SCCs shall be replaced by the information set out in Exhibit A (Details of Processing) to this DPA;

iv. For the purposes of Clause 3.1 of the Brazil SCCs (Onward Transfers), Option B shall apply (Processor onward transfer), and the descriptive table in Clause 3.1 shall be replaced by the Sub-processor information maintained in accordance with Section 14 of this DPA;

v. For the purposes of Clause 4.1 of the Brazil SCCs (Responsibilities of the Parties), Option A shall apply. Where Customer is a Controller, the obligations set forth in items (a), (b), and (c) of Clause 4.1 shall be the responsibility of Customer as Exporter. Where Customer is a Processor acting on behalf of a Controller, such obligations shall be allocated in accordance with the instructions of the relevant Controller;

vi. The table contained in Section III of the Brazil SCCs (Technical and Organizational Measures) shall be replaced by the information set out in Exhibit B (Technical and Organizational Measures) to this DPA; and

vii. To the extent any provision of this DPA or the Agreement conflicts with the Brazil SCCs, the Brazil SCCs shall prevail with respect to the transfer of Personal Data from Brazil.

3. JAPAN

The definition of Applicable Data Protection Laws includes the Act on Protection of Personal Information and its amendments and accompanying regulations (the "**APPI**"). The definition of Personal Data includes "Personal Information" as defined under the APPI. Where the APPI applies, Company's obligations to Customer are those express obligations on a "Processor" when Processing Personal Data on behalf of a "Business Operator," as defined under the APPI.

4. SINGAPORE

The definition of Applicable Data Protection Laws includes the Personal Data Protection Act of 2012 of Singapore and its amendments and accompanying regulations (the "**PDPA**"). Where the PDPA applies, Company's obligations to Customer are those express obligations imposed by the PDPA on a "Data Intermediary" when Processing Personal Data on behalf of an "Organisation," as defined under the PDPA.

5. SOUTH AFRICA

The definition of Applicable Data Protection Laws includes the Protection of Personal Information Act 4 of 2013 ("POPIA"). Where POPIA applies, Company's obligations to

Customer are those express obligations imposed on an "operator" when Processing Personal Information on behalf of a "responsible party" as defined under POPIA.

6. TURKEY

a. The definition of Applicable Data Protection Laws includes the Turkish Personal Data Protection Law No. 6698 dated 7 April 2016 (the "KVKK") and its amendments and accompanying regulations, including the Regulation on the Procedures and Principles Regarding the Transfer of Personal Data Abroad (Official Gazette No. 32598, dated 10 July 2024).

b. Data Transfers. Where the KVKK applies and a transfer of Personal Data from Turkey constitutes a cross-border transfer requiring appropriate safeguards under the KVKK, the following terms apply:

   i. Turkish Standard Contracts. Where Customer determines that the execution of standard contracts published by the Turkish Personal Data Protection Board (the "Turkish SCCs") is required for the transfer of Personal Data under the KVKK, Customer shall notify Company in writing, and Company shall cooperate with Customer to execute the applicable Turkish SCC template(s) as a separate instrument within a reasonable period following such request. Information required to complete the Annexes of the Turkish SCCs, including the description of transfer, technical and organizational measures, and Sub-processor list, is available in Exhibit A, Exhibit B, and the Sub-processor page referenced in Section 14 of this DPA, each of which may be adapted as necessary to match the structure of the relevant Turkish SCC template.

   ii. No Modification of Turkish SCCs. Nothing in this DPA or the Agreement is intended to modify, contradict, or supplement the Turkish SCCs, or to prejudice the fundamental rights or freedoms of data subjects under the KVKK.

   iii. Notification to the Competent Authority. Customer is responsible for notifying the Turkish Personal Data Protection Board of the execution of the Turkish SCCs within five (5) business days of execution, as required by the KVKK, together with all required supporting documentation.

   iv. Audit. Where the Turkish SCCs grant audit rights, Customer may exercise those rights subject to the requirements and limitations set out in Section 13 of this DPA, to the extent consistent with the Turkish SCCs.

   v. Precedence. To the extent of any conflict or inconsistency between the Turkish SCCs and the remainder of this DPA (including the Agreement), the Turkish SCCs shall prevail.

7. APEC CROSS-BORDER PRIVACY RULES

For transfers of Personal Data to or from jurisdictions participating in the APEC Cross-Border Privacy Rules ("**CBPR**") System or the Global CBPR Framework:

Where the Customer is established in, or transfers Personal Data from, a jurisdiction that recognizes CBPR or Privacy Recognition for Processors ("**PRP**") certification as a valid

transfer mechanism, Company shall, upon written request, provide reasonable cooperation to support the Customer's compliance with applicable cross-border transfer requirements, including by providing information about Company's data protection practices and the safeguards described in Exhibit B.