

TERMS AND CONDITIONS OF USE

AI Model & Software License

THESE TERMS AND CONDITIONS OF USE (THE “**AGREEMENT**”) ARE A LEGALLY BINDING AGREEMENT BETWEEN QUALCOMM INNOVATION CENTER, INC. (“**QulC**”) AND YOU (AS AN INDIVIDUAL) OR, WHERE APPLICABLE, THE LEGAL ENTITY YOU REPRESENT (“**YOU**” OR “**YOUR**”). QulC IS WILLING TO LICENSE THIS SOFTWARE, SOFTWARE TOOL, AND/OR ANY ASSOCIATED DOCUMENTATION (COLLECTIVELY REFERRED TO AS THE “**SOFTWARE**”) TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, QulC IS UNWILLING TO AND DOES NOT LICENSE THE SOFTWARE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST DISCONTINUE THE DOWNLOAD PROCESS AND YOU SHALL NOT USE THE SOFTWARE OR RETAIN ANY COPIES OF THE SOFTWARE. ANY USE OR POSSESSION OF THE SOFTWARE BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

1. **GRANT OF LICENSE.** Subject to and conditioned upon Your compliance with the terms and conditions of this Agreement, QulC grants to You a non-exclusive, non-transferable, revocable, limited royalty-and-fee-free license solely under QulC's and/or its Affiliates' copyrights and trade secrets in the Software to (i) use and copy the Software solely to develop Your software applications; (ii) demonstrate portions of the Software provided in object code format to showcase AI related use cases; (iii) modify those portions of the Software provided in source code format solely to develop Your software applications (“**Modifications**”); (iv) distribute and sublicense the Software solely in object code format and as incorporated in Your software application, and (v) use the Software for benchmarking purposes (the “**Purpose**”). For the avoidance of doubt, nothing herein grants You a license to distribute or sublicense the Software on a standalone basis.

2. **LICENSE RESTRICTIONS.**

- a. QulC has devoted significant resources to the development of the Software and the Software contains trade secret information of QulC and/or its Affiliates, therefore You shall not, nor assist any third party to, take apart, reverse engineer, reverse assemble, decompile or disassemble the Software delivered in object code or compiled format.
- b. **Proprietary Notices.** You shall not remove or alter any copyright notices, proprietary information notices or restricted rights notices contained in or on the Software.
- c. You are solely responsible for Your activities related to or in connection with the Software and any content, including training data, inputs, prompts or outputs (or filtering thereof), created by or used with such Software, including but not limited to, whether Your use of such Software (a) complies with any applicable laws and regulations, (b) adheres to ethical principles and values, (c) cause any harm, (d) infringes the intellectual property rights or other rights of any third party, (e) are fit for any use case, and/or (f) have adequate privacy or security. You shall comply with all applicable third party licenses, read-me files, laws, administrative orders, rules, and regulations as such relate to Your activities related to or in connection with the Software.
- d. **Prohibited Use Cases.** You agree not to use the Software or derivatives of the Software for or in connection with any of the following applications (“**Unacceptable Risk Applications**”):
 - Unfair, manipulative or deceptive acts;
 - Exploit vulnerabilities of age, disability or social or economic situation;
 - Predictive policing;
 - Social scoring;
 - Emotion recognition in workplace and education;
 - Real-time remote biometric identification in publicly accessible spaces for law enforcement;
 - Biometric categorization system (sensitive characteristics); and/or
 - Generating facial recognition databases by scraping images from the internet or CCTV footage.
- e. **High-Risk Use Cases.** The following applications are considered high-risk (the “**High-Risk Applications**”): (1) biometric identification (not otherwise considered an Unacceptable Risk Application); (2) critical infrastructure; (3) education and vocational training; (4) employment; (5) access to and enjoyment of essential private services and essential public services and benefits; (6) law

enforcement; (7) migration, asylum, and border control management; (8) recommender systems of social media platforms; (9) administration of justice and democratic processes; and/or (10) any other AI system that when deployed, makes, or is a substantial factor in making, a consequential decision. QulC (and its Affiliates) advise against using the Software or derivatives of the Software for or in connection with High-Risk Applications.

3. **OWNERSHIP.**

- a. QulC retains all of its right, title and interest in and to the Software. This is a license, nothing contained herein shall be construed as the sale or offer for sale of the Software, or any part thereof, to You. Subject to QulC's, its Affiliates' and their respective licensors' underlying ownership in the Software, You will be the sole owner of all right, title and interest, including all the intellectual property rights, in and to Modifications made by or for You.
 - b. **No Grant of Patent or Certain Other Rights.** Except for the express copyright and trade secret license rights granted to You in Section 1 for the Purpose, no other rights under any intellectual property are granted by QulC under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise). You acknowledge and agree, on behalf of Yourself and Your subsidiaries, that neither the delivery of the Software nor any provision of this Agreement (including, without limitation, any provision in any exhibit, etc. forming a part thereof) will be deemed or construed to grant (whether expressly, by implication or by way of estoppel or otherwise) any right, license, authority to infringe, or immunity from infringement liability under or to: (i) any patents of QUALCOMM Incorporated or any of its Affiliates, (ii) any other intellectual property rights of QUALCOMM Incorporated, or (iii) any intellectual property rights of QulC or its Affiliates covering or relating to any technology (including, without limitation, any product or invention) not embodied solely in the Software, and You agree not to contend such in any context that, as a result of the provision, making available, or use of the Software, either QulC or any QulC Affiliate has any obligation to extend, or that You or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QulC or its Affiliates for any purpose.
 - c. **Other Obligations.** You acknowledge and agree, on behalf of Yourself and Your Affiliates, that (a) this Agreement does not modify or abrogate any obligations that You or any of Your Affiliates have under any license or other agreement with QUALCOMM Incorporated, including, without limitation, any obligation to pay any royalties, and (b) You will not, and will ensure that each of Your subsidiaries do not, contend that You have obtained any right, license, authority to infringe, or immunity from infringement liability with respect to any patents of QUALCOMM Incorporated or any of its Affiliates under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise).
 - d. **“Affiliate”** means any person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such entity. The term “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of voting securities, by contract or otherwise.
4. **SUGGESTIONS.** QulC may from time to time receive suggestions, feedback or other information (“**Feedback**”) from You concerning the Software. Any Feedback provided by You is and shall be

entirely voluntary on Your part. Notwithstanding any other term in this Agreement, QulC and its Affiliates shall be free to use, disclose, reproduce, modify, license or otherwise distribute, and exploit the Feedback as it sees fit, entirely without any obligations, payments, or restrictions of any kind on account of intellectual property rights, confidentiality, or otherwise.

5. **WARRANTY.** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, QULC AND QULC'S AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT THE SOFTWARE IS FREE FROM THE RIGHTFUL CLAIM OF ANY THIRD PARTY, BY WAY OF INFRINGEMENT OR THE LIKE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QULC, ITS AFFILIATES, OR QULC'S OR ITS AFFILIATES' AUTHORIZED REPRESENTATIVES SHALL CREATE OR EXTEND ANY WARRANTY.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL QULC OR ANY OF ITS AFFILIATES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR THE DELIVERY OF OR FAILURE TO DELIVER THE SOFTWARE EVEN IF QULC OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QULC'S AND ITS AFFILIATES TOTAL, CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO A TOTAL AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS (US \$100). MULTIPLE CLAIMS WILL BE AGGREGATED TO DETERMINE THE SATISFACTION OF THIS LIMIT.

7. **TERM AND TERMINATION.** This Agreement shall be effective upon acceptance by You and shall continue until terminated. You may terminate the Agreement at any time by deleting and destroying all copies of the Software and the Documentation. This Agreement terminates immediately and automatically, with or without notice, if You fail to comply with any provision hereof. Additionally, QulC may at any time terminate this Agreement, without cause, upon notice to You. Upon termination You must delete or destroy all copies of the Software and the license granted to You in this Agreement shall terminate immediately.

8. **INDEMNIFICATION.**

- a. You agree to defend, indemnify and hold QulC, its Affiliates, employees, directors, agents, licensors, successors and assignees (each an "Indemnified Party") harmless from any and all claims, penalties, demands, causes of action, liabilities, lawsuits, or damages, including attorneys' fees and costs, that arise from, result from, or relate to Your use of the Software, including but not limited to, Your use of the Software or derivatives of the Software for or in connection with Unacceptable Risk Applications or High-Risk Applications, Your development, use, or distribution of any Modifications or Your posting of any software applications on one (1) or more application download websites or stores for end user download.
- b. If any third party asserts a claim or initiates an action against an Indemnified Party for which You are responsible under this Section, QulC shall promptly notify You when it becomes aware of such claim or action, *provided, however*, that any delay in notification shall not relieve You from your indemnification obligations under this Agreement. QulC shall have the right to participate in the defense of such claim or action, including any related settlement negotiations. No such claim or action may be settled or compromised without QulC's express written consent, which may be conditioned upon the execution of a release of all claims against the Indemnified Parties by the party bringing such claim or action.

9. **GENERAL.**

- a. **Assignment.** You may not assign Your rights or delegate Your obligations under this Agreement, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of QulC. For purposes of this Section, an "assignment" by You shall be deemed to include, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of You. Any attempted assignment or delegation in contravention of this Section without such written consent shall be void.
- b. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement and understanding between You and QulC and supersedes all previous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provisions of this Agreement will be effective only if in writing and signed by the duly authorized representatives of both You and QulC.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of California excluding that body of laws known as conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. You agree to refer all disputes arising under this Agreement to the courts of San Diego County, California. You hereby consent to the exclusive jurisdiction of such courts and expressly waive any objections or defenses based upon lack of personal jurisdiction or venue. The prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with any action or proceeding between QulC and You arising related to this Agreement.
- d. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- e. **Waiver.** The failure by either You or QulC to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- f. **Export Control.** You (and Your Affiliates as permitted under the terms herein) acknowledge(s) that the hardware, software, technology, and certain services obtained from QulC and its Affiliates (collectively, "Qualcomm Products") may be subject to U.S. export control and economic sanctions laws, orders, and regulations, including, without limitation, the Export Administration Regulations ("EAR"), 15 CFR Parts 730-774, and the Foreign Assets Control Regulations, 31 CFR Parts 500-599, as well as similar laws and regulations of other applicable jurisdictions (collectively "Export and Sanctions Laws"). In connection with the performance of its/their obligations under this Agreement, You and Your Affiliates (as applicable) (i) will comply with all Export and Sanctions Laws, including by obtaining any required U.S. or other country licenses, authorizations, or approvals; and (ii) will not engage in any activity that would reasonably be expected to cause QulC or its Affiliates to violate any Export and Sanctions Laws. You agree that neither You, nor Your Affiliates (as applicable), will directly or indirectly export, re-export, transfer or release (collectively, "Export") any Qualcomm Products (whether or not incorporated into another item), or any direct product thereof, to any country or territory, its government, any entity located in or organized under the laws of such country or territory, or any individual located or resident in such country or territory, if, at the time of Export, the U.S. government maintains comprehensive economic sanctions or an embargo with respect to such country or territory ("Embargoed Country"), without prior government authorization. The U.S. government currently maintains comprehensive economic sanctions or an embargo against Cuba, Iran, North Korea, Syria, and the Crimea and so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine. The U.S. government also has imposed extensive export control and economic sanctions on, inter alia, Belarus, the Russian Federation, and Venezuela. The list of impacted countries may be amended over time. You agree not to directly or indirectly employ any Qualcomm Products in, or Export any Qualcomm Products for, end uses or for end users that would violate the controls in Part 744 of the EAR, without prior U.S. government authorization, including those related to prohibited missile or unmanned aerial vehicle

("UAV") technology; prohibited nuclear, chemical, or biological weapons activities; prohibited supercomputer and semiconductor manufacturing end uses; or for any prohibited military end use or end user. If You are a person or entity located in Belarus, Cambodia, the People's Republic of China, the Russian Federation, Venezuela, or Myanmar, You certify that You are not a "military end-user" as that term is defined in section 744.21 of the EAR. You acknowledge that the foregoing certifications are conditions to Your access to Qualcomm Products. You warrant that neither You, nor Your Affiliates (as applicable), are: (i) listed on a prohibited or restricted party list published by the U.S. government, including but not limited to the U.S. Department of Treasury's "List of Specially Designated Nationals and Blocked Persons" and "Consolidated Sanctions List", and the U.S. Department of Commerce's Entity List, Unverified List, and Denied Persons List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located, organized or resident in an Embargoed Country; (iii) owned (50% or more in the aggregate) or controlled, directly or indirectly, by a person or entity described in clauses (i) or (ii); or (iv) otherwise the target of U.S. sanctions (collectively, "Restricted Parties"). You shall not Export any Qualcomm Product to any Restricted Parties without prior government authorization, to the extent required by regulation. If QulC or a QulC Affiliate is required under applicable trade laws to obtain any export license or other government authorization to license, sell and/or otherwise supply the Qualcomm Products to You, You agree to provide in a timely manner all necessary documentation to QulC, to support QulC's application for that export license or other government authorization, as QulC shall request. That documentation may include, but is not limited to, an end use statement, an import license, or any other required information. QulC and its Affiliates reserve the right to suspend the performance of its obligations under this Agreement until any required export license or other government authorization is granted by the competent government regulatory authority, without incurring any liability to You. QulC and its Affiliates shall have no further obligation whatsoever under this Agreement in the event that the competent government regulatory authority fails or declines to issue any such required export license or other authorization. You agree to comply with all the terms, conditions, and restrictions of any required export license, as notified by QulC. You agree that it bears sole responsibility for any violation of Export and Sanctions Laws in connection with Your activities under this Agreement, and further agrees to protect, indemnify and hold harmless QulC and its Affiliates from any claim, damages, liability costs, fees and expenses incurred by QulC and its Affiliates as a result of Your violation of such laws. In the event that any of Your foregoing certifications is, or hereafter becomes, incorrect, or You breaches any of its covenants under this Section, all licenses to any Qualcomm Product accessed by You hereunder shall automatically be terminated, and any further use

of any Qualcomm Product by You will constitute a breach of this Agreement and an infringement of the relevant intellectual property rights of QulC, its Affiliates, and their respective licensors, if any.

- g. Compliance with Anti-Corruption Laws. You represent and warrant to QulC that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QulC, You, and everyone acting on Your behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act. You represent and warrant to QulC that You have not, and covenant and agree that You will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QulC, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.
- h. Third Party Notices. The Software may contain or link to certain software code and/or materials, including, without limitation, open source software components, that are written or owned by third parties ("Third Party Software"), in which case QulC may provide You with any of the following: a separate document; a digital file; release notes; a QulC support website; or software code ("Notice File") that may contain notices pertaining to such Third Party Software. Except where expressly prohibited by a third party license contained in the Notice File, including, without limitation, any open source license included therein, the content of such Notice File is provided solely to satisfy QulC's attribution and notice requirement and Your use of such Third Party Software together with the Software is subject to the terms and conditions of this Agreement. You further acknowledge and agree that: (a) compliance with all copyright laws and third party license(s) included in the Notice File are the responsibility of You and You shall indemnify QulC and/or its Affiliates for any breach of such terms; (b) You must not remove or alter any such Notice File; (c) except as may be granted by separate express written agreement, the Notice File provides no license to (i) any patents, trademarks, copyrights, or other intellectual property of QulC or its Affiliates or (ii) any patents, trademarks, copyrights, or other intellectual property of any acquirer of QulC or any affiliate of such acquirer; (d) any Software provided to You is NOT A CONTRIBUTION to any open source project; and (e) in the event of any conflict between the terms and conditions of this Agreement and any third party license included in the Notice File, this Agreement shall control except as otherwise expressly provided for in the Notice File.
- i. Survival. The following Sections of this Agreement survive any expiration or termination of this Agreement: 2 (License Restrictions), 3 (Ownership), 4 (Suggestions), 5 (Warranty), 6 (Limitation of Liability), 7 (Term and Termination), 8 (Indemnity) and 9 (General).

BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU REPRESENT, WARRANT AND CERTIFY THAT: YOU ARE OVER EIGHTEEN YEARS OLD, AN AUTHORIZED REPRESENTATIVE OF THE LEGAL ENTITY YOU REPRESENT; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT; YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.