

TERMS AND CONDITIONS OF USE

AI Model Hub License

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- administration of justice and democratic processes;
- assessing or recognizing the emotional state of a person;
- biometric and biometrics-based systems, including categorization of persons based on sensitive characteristics;
- education and vocational training;
- employment and workers management;
- exploitation of the vulnerabilities of persons resulting in harmful behavior;
- general purpose social scoring;
- law enforcement;
- management and operation of critical infrastructure;
- migration, asylum and border control management;
- predictive policing;
- real-time remote biometric identification in public spaces;
- recommender systems of social media platforms;
- scraping of facial images (from the internet or otherwise); and/or
- subliminal manipulation.

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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.

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8. **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, QuIC 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.
9. **INDEMNIFICATION.**
 - a. You agree to defend, indemnify and hold QuIC, 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 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, QuIC 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. QuIC 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 QuIC'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.

10. 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 QuIC. 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 QuIC 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 QuIC.
- 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 QuIC 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 QuIC 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 QuIC 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 QuIC 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,

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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 any 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 (Covenant Not to Assert), 5 (Suggestions), 6 (Warranty), 7 (Limitation of Liability), 8 (Term and Termination), 9 (Indemnity) and 10 (General).

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