APPLIED BRAIN RESEARCH INC.
ABR TECHNOLOGY LICENSE AND USE AGREEMENT

This entire agreement including all Exhibits and referenced addendums (the "Agreement") comprises the terms and conditions (the "**Terms**") agreed to and entered into between the customer (the "**Customer**") and Applied Brain Research Inc. ("**ABR**"). The Terms constitute the legal agreement between ABR and the Customer relating to the provision of the following products and services (the "**Products and Services**"):

(i)   ABR Software (such as downloadable Nengo) provided through a license as set out in Exhibit B (the "**Licensed Software**"),

(ii)   remotely hosted software and services (such as online NengoEdge) as set out in Exhibit C ("**SaaS Services**"),

(iii)   ABR personnel provided installation services, and product support as set out in Exhibit D (the "**Professional Services**"),

(iv)   ABR Licensed IP (such as ABR's LMU, SSP, SPA, Spaun, Adaptive Control algorithms and software libraries thereof, as well as the LMU Hardware Reference Designs) provided through a license as set out in Exhibit G (the "**Licensed IP**"), and,

(v)   Trial uses of some or all of the above Products and Services (such as NengoEdge) as set out in Exhibit H (the "**Free Trial Products and Services**").

1.   <u>LICENSE.rst Files</u>: This Agreement and any addendums, including the LICENSE.rst files, and their addendums, and any Customer-Specific addendums that may be included with any ABR Software or Documentation (see example LICENSE.rst in Exhibit H), comprise the sole and entire agreement between the parties with respect to the Products and Services. With regard to conflicts between this Agreement and the contents of the LICENSE.rst files, this Agreement shall take precedence over the LICENSE.rst file contents.

2.   <u>Customer-Specific Addendums</u>: Any Customer-Specific Addendums that are to be incorporated into this Agreement shall be attached to this Agreement in Exhibit I. Each Customer-Specific Addendum shall be signed by ABR and the Customer to be considered to be part of this Agreement. In all cases of conflict between this Agreement and any Customer-Specific Addendums, the Customer-Specific Addendums shall take precedence over this Agreement.

3.   <u>Application of Terms</u>: Terms in this Agreement apply depending on which Products and Services to which the Customer purchases and/or subscribes to (check Your Receipt to determine Your uses):

    (a)   **For Runtime-Only Users:** If using any Nengo software distributed to You as a runtime component of a Licensor's distribution of any ABR product or service,

the following terms apply:

(i)   For Commercial Nengo runtime software distributions, the Commercial Use Runtime Addendum of the Software License Agreement in Exhibit B.

(ii)   For Academic Nengo runtime software distributions, Academic and Personal Use Runtime Addendum of the Software License Agreement in Exhibit B.

(b)   **For Downloadable Nengo Academic & Personal Users.** If using the Licensed Software for academic or personal uses, the following terms apply:
(i)   The LICENSE.rst files included with the Your Licensed Software.
(ii)   General Terms and Conditions in Exhibit A;
(iii)   Software License Agreement in Exhibit B;
(iv)   Academic and Personal Use Addendum of Exhibit C;
(v)   Academic and Personal Use Runtime License Addendum of Exhibit B; and
(vi)   ABR Account Usage Terms in Exhibit E.

(c)   **For Downloadable Nengo Contributors.** If contributing to the Nengo source code, the following terms apply:
(i)   The LICENSE.rst files included with the Your Licensed Software.
(ii)   Section 18 of the General Terms and Conditions in Exhibit A; and
(iii)   Nengo Contributor Assignment Agreement in Exhibit F.

(d)   **For Downloadable Nengo Commercial Users.** If using the Licensed Software for commercial uses, the following terms apply:
(i)   The LICENSE.rst files included with the Your Licensed Software.
(ii)   General Terms and Conditions in Exhibit A;
(iii)   Software License Agreement in Exhibit B;
(iv)   Commercial Use Addendum of Exhibit B;
(v)   Commercial Use Runtime License Addendum of Exhibit B; and
(vi)   ABR Account Usage Terms in Exhibit E.

(e)   **For Online NengoEdge Users.** If **using the SaaS Services** offering the following terms apply:
(i)   General Terms and Conditions in Exhibit A;
(ii)   SaaS Terms of Exhibit C; and
(iii)   ABR Account Usage Terms of Exhibit E.

(f)   **For ABR Consulting, POC and/or R&D Services Customers.** If using any Products and Services and require Professional Services that are not already covered under an existing consulting contract with ABR, the following terms apply:

(i)   General Terms and Conditions in Exhibit A; and

(ii)   Professional Services Terms of Exhibit D.

(g)   **For ABR LMU, SPA, SSP, Adaptive Control and/or other ABR Algorithms & their Associated Software Libraries Licensees.** If licensing ABR Intellectual Property such as ABR Algorithms, software designs, hardware designs, data or know-how, the following terms apply:

(i)   The LICENSE.rst files included with the Your Licensed Software.

(ii)   General Terms and Conditions in Exhibit A; and

(iii)   Intellectual Property, Algorithms, Hardware, Data and/or Know-how Reference Design License Terms of Exhibit G.

(h)   **For Free Trial NengoEdge Users**. If using any portion(s) of the ABR Products and Services on an ABR-authorized free-trial basis, the following terms apply:

(i)   General Terms and Conditions in Exhibit A;

(ii)   SaaS Terms of Exhibit C;

(iii)   ABR Account Usage Terms of Exhibit E; and

(iv)   Trail Usage License of Exhibit H.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1.   Payment: If any payment(s) is/are due ABR for any reason under this Agreement and/or the use of any of the Products and Services and their associated Receipt(s), then the following payment terms shall apply.

   (a)   Payment and Account Information. To purchase the Products and Services, Customer must provide a payment method and necessary information (e.g., credit card or debit or check card number). ABR is not responsible for Customer's card issuer or bank charging Customer as a result of our processing of Customer's credit/debit card payment. Annual Products and Services fees will be billed to Customer's credit/debit card annually until cancelled. The use of the Products and Services is conditional on the full payment of all applicable fees. Client may also request to make any payments owing to ABR net thirty (30) days after receipt by Client of a valid ABR invoice for accepted Deliverables, License Fees, and any other agreed charges and or payments due ABR by Client.

   (b)   Annual Products and Services Fees. For annually charged products and services, the applicable fees are charged on an annual basis (the "**Annual Fee**"), first on the date of purchase (the "Purchase Date") and then they are charged on each one-year calendar anniversary of the Purchase Date (the "**Anniversary Date**") or on a business day near the Anniversary Date. ABR will inform the Customer by email before the Anniversary Date each year before billing the Customer the next Annual Fee. Once ABR has informed Customer that the subscription will be billed for the next period, ABR may charge Customer the then current price for the new subscription term. Failure of the notice email to be sent or be received does not invalidate the Annual Fee owing and continued use of the Products and Services is conditional on the full payment of all applicable fees.

   (c)   Account. Customer agrees to permit ABR to use any updated card or account information Customer, Customer's issuing bank, or the payment network provides with authorization to use it for ABR purchases (if applicable). Customer agrees to keep Customer's billing account and contact information current. Changes made to Customer's billing account won't affect charges ABR submits to Customer's billing account before ABR could reasonably act on those changes.

   (d)   Billing Information. By providing ABR with payment information, Customer (i) represents that Customer is authorized to use the payment method, (ii) represents that all payment information is accurate, and (iii) authorizes ABR to charge Customer for the Professional Services using Customer's payment method. ABR may bill Customer (a) in advance, (b) at the time of purchase, (c) shortly after purchase, or (d) on a recurring basis, as applicable to Customer's purchase(s). ABR may bill Customer at the same time for more than one of Customer's prior billing periods for amounts that have not previously been processed, if

applicable.

(e) <u>Payment History and Errors</u>. ABR will email Customer receipts for paid annual Products and Services fees. It is Customer's responsibility to review Customer's payment receipt emails and notify ABR of any errors or unauthorized charges. Customer must contact ABR within 120 days after any erroneous or unauthorized charge first appears on Customer's bill. ABR will then promptly investigate the charge. If Customer does not tell ABR within that time, Customer releases ABR from all liability and claims of loss resulting from the erroneous or unauthorized charge and ABR will not be required to correct the error or provide a refund. If ABR identifies a billing error, ABR will correct it within 90 days.

(f) <u>Refund</u>. Customer may cancel Customer's use of the Products and Services by emailing sales@appliedbrainresearch.com at least one week before Customer's annual purchase anniversary. Once paid, the annual Products and Services fees are non-refundable.

(g) <u>Taxes, Duties, Customs</u>. Absent appropriate exemption certificates or other conclusive proof of tax-exempt status, Customer shall pay all applicable sales, use, excise, value-added, and other taxes, duties, levies, assessments, and governmental charges payable in connection with these terms and the use of the Products and Services or the licenses granted hereunder, excluding taxes based on or measured by ABR's income, for which ABR shall be solely responsible.

2. <u>Compliance and Monitoring</u>. Customer agrees to notify ABR promptly upon discovery of any failure to comply with the terms of the Products and Services set out herein. Customer agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, in addition to any other remedies at law or in equity, ABR or its authorized representative shall within sixty (60) days provided with Customer's and Customer's Affiliates records that verify that Customer's and Customer's Affiliates use of the Products and Services comply with the terms set out in this Agreement. If a verification discloses that Customer's or any of Customer's Affiliates use is not in conformity with the terms set out in this Agreement, Customer shall immediately take all necessary steps to cure any past defaults, including paying any unpaid fees, to bring Customer or any of Customer's Affiliates use into conformity. Please contact sales@appliedbrainresearch.com for more information. The Products and Services may contain technology for the prevention of unlicensed use. The Products and Services may require activation to exercise Customer's rights. Customer may also need to activate if Customer re-installs the Products and Services or modify Customer's hardware or its configuration.

3. <u>US Government Customers</u>. If Customer is an agency or instrumentality of the United States Government, the Products and Services are composed of "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Products are governed by the terms of this Agreement.

4. <u>Third-Party Representation Disclaimer</u>. The Products and Services may contain or be derived from portions of intellectual property, code and/or documentation provided by third parties under license to ABR. To the extent that the Products and Services are developed by a third party or derived from third-party products and/or services, no such third party provides any representations or warranties with respect to the Products and Services or assumes any liability regarding use of the Products and Services or undertakes to furnish Licensee any support or information relating to the Products and Services. Notwithstanding anything herein to the contrary, Licensee agrees that ABR may disclose

    Licensee's identity by name and address, and identify the products and/or services licensed, to the extent required by agreement with ABR's licensors and partners.

5. <u>Disclaimer of Warranties</u>.

    EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, ALL PRODUCTS AND SERVICES, AND ANY OTHER INFORMATION, MATERIALS, OR WORK PRODUCT PROVIDED BY ABR ARE PROVIDED "AS IS" AND ABR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND ABR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR SUPPLIER OF THE THIRD-PARTY MATERIALS. ABR DISCLAIMS ALL WARRANTIES NOR DOES ABR MAKE ANY REPRESENTATIONS THAT ANY OF THE FOLLOWING WILL OCCUR AS A RESULT OF THE USE OF THE PRODUCTS AND SERVICES: (A) CUSTOMER'S REQUIREMENTS WILL BE MET; (B) THE PRODUCTS AND SERVICES WILL PRODUCT THE DESIRED OR EXPECTED RESULTS; (C) THE USE OF THE PRODUCTS AND SERVICES WILL BE DEFECT-FREE, RELIABLE, ERROR-FREE, AND/ OR UNINTERRUPTED; (D) THE PRODUCTS AND SERVICES WILL BE INVULNERABLE TO MALWARE CORRUPTIONS AND/OR ATTACK; AND (E) THE PRODUCTS AND SERVICES WILL BE GDPR COMPLIANT. SHOULD THE PRODUCTS AND SERVICES PROVE DEFECTIVE, NEITHER ABR NOR ITS AFFILIATES ASSUMES ANY LIABILITY FOR ANY DIRECT AND/OR INDIRECT COSTS OF ANY NECESSARY REPAIR OR CORRECTION.

6. <u>Limitation of Liability</u>.

    (a) In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, ABR is liable according to the applicable statutory law.

(b)   If the Products and Services are used in any way then such use and all consequences, direct and indirect, flowing from the use are completely at Customer's own risk and ABR and its licensors explicitly disclaim all liability for such use and/or misuse to the extent allowed by law.

(c)   Subject to the foregoing clause, ABR will only be liable for slight negligence if ABR is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this Agreement, the breach of which would endanger the purpose of this Agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, ABR will not be liable for slight negligence.

(d)   Customer acknowledges that ABR has no responsibility or duty to defend, indemnify, or hold Customer harmless from and against any claims, suits, proceedings, damages, loss, costs and expenses based on patent or other intellectual property claims.

(e)   ABR is willing to enter into this Agreement only in consideration of and in reliance upon the provisions contained herein limiting ABR's exposure to liability. Such provisions constitute an essential part of the bargain underlying this Agreement and have been reflected in the consideration agreed upon by the Parties. Customer and ABR understand and agree that the exclusion of warranties, limitation of liability, and the limitation of remedies, allocate risks between the Parties as authorized under applicable law.

7.   <u>Limitation on and Exclusion of Damages</u>.

(a)   Customer can recover from ABR and its suppliers only direct damages up to the amount paid in any 12-month period under this Agreement, and if Customer has been granted licenses at no charge then Customer's maximum recovery will be U.S.
$5.00.

(b)   In no event shall ABR be liable under any legal theory, whether in tort, contract, or otherwise for any damages, including; consequential, lost revenues, lost profits, interruption of business, special, punitive, exemplary, indirect, or incidental damages of any kind under any circumstances, related to this Agreement, the use, support, operation, or failure of the Products and Services, whether or not damages were foreseeable, and even if ABR has been advised of the possibility of such liability and/or damages.

(c)   This limitation applies to (i) anything related to the software, services, content on Third Party Internet sites, or Third-Party applications; and (ii) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or any other legal theory to the extent permitted by applicable law.

(d)   It also applies even if ABR knew or should have known about the possibility of the damages, including by way of negligence. The above limitation or exclusion

may not apply to Customer because Customer's state or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

8.   Confidential Information.

(a)   Customer acknowledges that the Products and Services may contain Confidential Information of ABR, such as source code and/or designs. Licensee agrees (i) to use at least the same degree of care as it uses with respect to its own confidential information, but in no event less than reasonable care, to prevent any ABR Confidential Information disclosed by ABR from being disclosed to any third party, except as permitted by this Agreement, (ii) not to use or disclose ABR Confidential Information for any purpose other than the purpose of using the Products and Services as licensed (the "Intended Purpose"), and (iii) to restrict disclosure of ABR

Confidential Information to those of Customer's affiliates (if applicable), for the Intended Purpose.

(b)   Customer shall have no obligations of confidentiality with respect to any ABR Confidential Information to the extent that it (a) is already in the public domain or falls into the public domain through no breach of this Agreement (or any other obligation to ABR) on the part of Licensee; (b) is already known to Licensee and is not under any obligation of confidentiality before receiving such Confidential Information from ABR; (c) is rightfully obtained by Licensee from a third party and not under any obligation of confidentiality; or (d) is developed independently by Customer or their affiliates without access to the ABR Confidential Information. Customer may, however, disclose ABR Confidential Information to the extent required by a court of competent jurisdiction or an authorized government agency, provided ABR is given reasonable notice of such disclosure.

9.   Trademark and Proprietary Notices. ABR expressly reserves all rights to its own trade names, logos, trademarks, other identifying symbols, and all its proprietary rights in its product packaging or labelling of the Products and Services. Customer shall not acquire any right, title, or interest in or to any such tradename, logo, trademark, or other identifying symbols of ABR. Customer shall ensure that all proprietary and copyright notices of ABR on the Products and Services are in place and left intact at all times.

10.   Claims Must Be Filed Within One Year. Except for actions for breach of ABR's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the date Customer could first file the claim unless Customer's local law requires a longer time to file claims and if not filed within that time, then said claim is permanently barred.

11.   Consent for Internet-Based or Wireless Services. If the Products and Services connect to Computer systems over the Internet, which may include via a wireless network, using the application operates as Customer's consent to the transmission of standard device information, including but not limited to technical information about Customer's device, system and application software, and peripherals, in order to facilitate the use of the

software.

12. <u>Misuse of Internet-Based Services</u>. Customer may not use any Internet-based service in connection with Customer's use of the Products and Services in any way that could harm it or impair anyone else's use of the Sites. Customer may not use the Sites to try to gain unauthorized access to any service, data, account, or network by any means.

13. <u>Additional Equipment/Data Plans</u>. To use the Products and Services and/or the Sites, Customer will need computing equipment, an internet connection and/or data/cellular plan(s). Customer is responsible for providing all connections, plans, and equipment needed and for paying the fees charged by the required provider(s) of Customer's computing equipment, connections, and plans. Those fees are in addition to any fees Customer pays ABR and ABR will not reimburse Customer for such fees. Check with Customer's provider(s) to determine if there are any such fees that may apply to Customer.

14. <u>Contributor Rights</u>. At its sole discretion from time to time, ABR posts Available Nengo Source Code on the ABR GitHub. Anyone who wishes to contribute to the Licensed Software source code, may do so by reading, understanding, and agreeing to the Nengo Contributor Assignment Agreement set out in Exhibit F. ABR may terminate the Nengo Contributor Rights of any person, company and/or entity at any time for any reason, including for convenience. ABR may revoke access to the Available Nengo Source Code at any time and for any reason, including for convenience.

15. <u>Changes</u>.

   (a) <u>Changes to Agreement</u>. ABR may change the then existing terms and conditions (the Existing Terms) of this Agreement (the Changes) at any time (the Change Date). If the Changes materially affect this Agreement, ABR will notify Customer via email thirty (30) days before the Change Date. Customer's use of the Products and Services after the Change Date of any change ABR has made constitutes Customer's acceptance of the changed Agreement. Any use(s), including runtime distribution of the Products, occurring before the Change Date shall be governed by the Existing Terms in effect at the time the use(s) were conducted. If Customer does not agree to the Changes, Customer must stop using the Products and Services and close any associated ABR account(s).

   (b) <u>Updates to the Products and Services</u>. Customer may need software updates to keep using the Licensed Software as a part of the Products and Services. ABR may automatically check Customer's version of the Licensed Software and may download software updates or configuration changes to Customer's Computer and/or ABR may notify Customer to upgrade Customer's Licensed Software. Such updates are subject to this Agreement unless and any other terms as may accompany the updates. ABR isn't obligated to make any updates available and doesn't guarantee that ABR will support the version of the system for which Customer acquired or licensed the software, apps, content or other products, or that ABR will support the version of Computer equipment that Customer wishes to use. Such updates may not be compatible with other software, services and/or

computing equipment. Customer may withdraw Customer's consent to future updates at any time by uninstalling the Licensed Software.

(c) <u>Change to Features</u>. There may be times when ABR needs to remove or change features or functionality of the Products and Services, and/or stop providing a service, and/or remove access to Third Party software. Except to the extent required by applicable law, ABR has no obligation to provide a re-download or replacement of any material, digital goods, or applications previously purchased. ABR may release the Products and Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

(d) <u>Price Changes</u>. ABR will not change the price of any Products and Services Customer has already purchased during the term of this Agreement. The prices for new and/or additional Products and Services may change at any time at ABR's discretion.

16. <u>Feedback</u>. Except as expressly provided under this Agreement, ABR does not grant Customer a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by ABR or any related entity, including but not limited to any name, trade dress, logo, or equivalents. If Customer gives to ABR any idea, proposal, suggestion, or feedback, of any kind, in any form, including, without limitation, ideas for: modifications to existing products or services, new products, technologies, promotions, product names, product feedback, trial comments, and product improvements ("Feedback"), Customer gives to ABR, without charge, royalties or any other obligations to Customer, all rights in the Feedback, and the rights to make, have made, create derivative works, use, share and commercialize Customer's Feedback, in any way, and for any purpose.

17. <u>Export Restrictions</u>. Customer will comply with, and uphold, all applicable domestic and international United States export laws and regulations of the Customer's countries of licensing and use that apply to the Products and Services, which may include restrictions on destinations, end users, and end use.

18. <u>Use Restrictions</u>. Customer further agrees that no Products and/or Services, proprietary data, know-how, software, or other data or information received from ABR will be directly employed in missile technology, sensitive nuclear, chemical, or biological weapons end uses or by such end users. Customer understands that the foregoing obligations are U.S. legal requirements and agree that they shall survive any term or termination of this Agreement.

19. <u>Waiver</u>. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving.

20. <u>Compliance with Law</u>. The parties will comply with all applicable laws in their performance under the Agreement. Customer will use the Products and Services in compliance with all applicable laws.

21. <u>Force Majeure</u>. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of online services)). This section will not, however, apply to Customer's payment obligations under this agreement.

22. <u>Relationship of the Parties</u>. The relationship between the parties is that of independent contractors.

23. <u>Governing Law</u>.

    (a) For Canadian customers, all matters arising out of or relating to the Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

    (b) For US Customers, this Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware and the federal laws of the United States of America applicable therein, without giving effect to any choice or conflict of law provision or rule.

    (c) The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

24. <u>Submission to Jurisdiction</u>.

    (a) For Canadian Customers, any legal suit, action or proceeding arising out of or relating to the Agreement will be instituted in the courts of the Province of Ontario in each case located in the City of Toronto and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

    (b) For US Customers, any legal suit, action or proceeding arising out of or relating to the Agreement will be instituted in the courts of the State of Delaware and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. <u>Cumulative Remedies</u>. The rights and remedies under the Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

26. <u>Notices</u>. Notices to ABR must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to ABR must be sent to sales@appliedbrainresearch.com. Notices to Customer will be sent to the address that Customer identifies on Customer's Receipt. ABR may send notices and other

information to Customer by email or other electronic form.

27. <u>Severability</u>. Any provision of the Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal, or unenforceable will be severed from the Agreement and all other provisions of the Agreement will remain in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, ABR modify this Agreement in good faith so as to affect the original intent as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

28. <u>Sub-Licensing</u>. Customer may not sublicense, assign, or transfer this Agreement or the licenses granted, or any rights, duties, or obligations hereunder, or any Products and Services, whether by operation or law or otherwise, except as expressly provided in this Agreement.

29. <u>Contact</u>. Questions or concerns should be emailed to Applied Brain Research Inc. at sales@appliedbrainresearch.com.

30. <u>Survival</u>. Provisions of the Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement.

31. <u>Headings</u>. The article headings throughout this Agreement are for reference purposes only and the words contained therein shall not be construed as a substantial part of this Agreement and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

32. <u>Benefit</u>. This Agreement is entered into for the benefit of ABR and its Customers and all rights granted to Customer, and all obligations owed to ABR, shall be enforceable by ABR.

33. <u>Delivery</u>. You acknowledge that ABR has no delivery obligation and will not ship copies unless specified in writing. Typically, users download the Products from the links supplied by ABR.

34. <u>Third-Party Technology</u>. Third party technology that may be appropriate or necessary for use with some ABR programs will be specified by ABR. Your right to use such third-party technology is governed by the terms of the relevant third party(s') technology license agreement(s) and not under this Agreement.

35. <u>Definitions</u>. The following terms will have the meanings set forth below:

    (a) "**ABR Algorithms**" means algorithms, methods and/or computer software components of ABR's IP that are licensed for use by customers separately for use in software and/or hardware projects. Examples include, but are not limited to, ABR's Legendre Memory Unit (LMU) and the ABR Adaptive Controller.

    (b) "**ABR GitHub**" means repositories which hold components of the Licensed Software. Such repositories include those at https://github.com/nengo,

, and any other repositories owned, managed, used and/or licensed by ABR and/or it employees, agents and/or Affiliates.

(c) "**Affiliate**" means a legal entity which is Controlled by, or Controls, or is under common Control by Customer. Control means: (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities, or (ii) a fifty percent (50%) or greater interest in the profits and capital of a partnership or other business organization without voting securities, provided that no other individual or entity other than Customer also has an equal fifty percent (50%) ownership or interest in the legal entity. Notwithstanding the foregoing, unless ABR provides its express written consent to treat the entity as an Affiliate, an Affiliate shall not include any entity that ABR has not expressly entered into an agreement with for its Products and Services.

(d) "**Available Nengo Source Code**" means the components of the Products and Services that are made available, at ABR's sole discretion, from time to time, at the ABR GitHub.

(e) "**Computer**" means either (i) a single physical hardware system containing a single motherboard running an operating system, or (ii) a virtual machine running an operating system.

(f) "**Confidential Information**" shall mean any business, marketing, technical, scientific, or other information disclosed which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by a person, exercising reasonable business judgment, to be confidential, or is otherwise stated in this Agreement to be confidential.

(g) "**Documentation**" means the user guides, if any, accompanying the Products and Services or made available at the i) Sites, as may be updated from time to time, including any defect and/or bug reports. Documentation may be delivered (c) in any medium or language.

(h) "**Intellectual Property**" means any or all of the following and all rights in, arising out of, or associated therewith: (a) all patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, algorithms, techniques, methods, devices, technical data, customer lists, and all documentation embodying or evidencing any of the foregoing; (c) all copyrights, copyright registrations and applications therefore, and all other rights corresponding thereto throughout the world and all materials that are or may be subject to protection under copyright laws; (d) all trade names, logos, trade dress, common law and registered trademarks and service marks, trademark and service mark registrations and applications therefore, and all

goodwill associated therewith throughout the world; (e) all computer software, including all source code, object code, firmware, development tools, files, records, and data, and all media on which any of the foregoing is recorded; (f) all World Wide Web addresses, sites, and domain names; (g) all mask works; (h) all so-called "moral rights" or "droit moral" and (i) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

(i)   "**Nengo Contributor Assignment Agreement**" means the agreement that must be agreed to by anyone wishing to contribute to the source code for the Products and Services. Copies of the Nengo Contributor Assignment Agreement are available at the ABR GitHub and at https://www.nengo.ai/caa/.

(j)   "**Nengo Contributor Rights**" means the rights granted to persons who agree to the Nengo Contributor Assignment Agreement.

(k)   "**Third Party**" means any person or legal entity that is not ABR, Customer, or an Affiliate.

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7. <u>Governing Law</u>.

   (r)   For Canadian customers, all matters arising out of or relating to the Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

   (s)   For US Customers, this Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware and the federal laws of the United States of America applicable therein, without giving effect to any choice or conflict of law provision or rule.

   (t)   The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

EXHIBIT C

SAAS TERMS

By accessing the ABR Software through the SaaS Services, Customer acknowledges that Customer has read, accepts and agrees to be bound by and comply with the terms and conditions set out in these terms ("**SaaS Terms**").

These SaaS Terms form part of the Agreement and are incorporated therein by reference. In the event of a conflict or inconsistency between these SaaS Terms and the Terms as they relate to the SaaS Services, the SaaS Terms will govern.

1.   <u>Customer Data</u>.

    (a)   **The Customer shall retain all rights, titles, and interests in all Customer Data. Nothing in this Agreement shall assign, grant, or transfer to ABR any right, title or interest, including any intellectual property rights in, or to, any Customer Data.**

    (b)   You retain all ownership and intellectual property rights in and to Your Customer Data. For clarity, ABR or its licensors retain all ownership and intellectual property rights to the services and ABR Products, including derivative works thereof, and anything developed and delivered by ABR.

    (c)   Customer grants to ABR a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to access, collect, use, process, store, disclose and transmit Customer Data solely to: (a) provide the SaaS Services; and (b) improve and enhance the SaaS Services and its other offerings.

    (d)   You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Customer Data.

    (e)   To the best of Your knowledge You warrant and represent that Your Customer Data do not contain any viruses, Trojan horses, worms or other components that would limit or harm the functionality of the SaaS Services, the computing infrastructure they run on, and/or the ABR Products.

    (f)   You shall not upload, email, post, publish, distribute or otherwise transmit anything containing a solicitation of funds, promotion, advertising, solicitation for goods or services, or other commercial matter.

    (g)   You agree not to solicit other users of SaaS Services to use or join or become members of any commercial online or offline service or other organization. Except where expressly authorized by ABR (e.g., if ABR grants any administration accounts over Your organization's users, if any, on the Trial Environment).

    (h)   You agree not to collect or store personal data about other users of the SaaS

Services and/or the Products and Services.

2. <u>SaaS Services</u>.

(a) <u>Provisioning of the SaaS Services</u>. Subject to Customer's compliance with the terms and conditions of the Agreement, ABR will make the SaaS Services available to Customer on the terms and conditions set out in these SaaS Terms for Customer's internal business operations. Customer is responsible for identifying and authenticating all users and for users' compliance with these SaaS Terms.

(b) <u>Restrictions on Use</u>.

(i) Customer acknowledges and agrees that it is responsible for the use by all users in compliance with these SaaS Terms, any guidelines and policies published by ABR from time to time, and the activities of all users on the SaaS Services.

(ii) Without limiting the generality of any of the foregoing, Customer must not itself, and will not permit others to: (i) sub-license, sell, rent, lend, lease or distribute the SaaS Services or any intellectual property rights therein or otherwise make the SaaS Services available to others; (ii) use the SaaS Services to permit timesharing or service bureau use, or commercially exploit the SaaS Services; (iii) use or access the SaaS Services in violation of any applicable law or intellectual property right, in a manner that threatens the security or functionality of the SaaS Services, or for any purpose or in any manner not expressly permitted in these SaaS Terms; (iv) use the SaaS Services to create, collect, transmit, store, use or process any Customer Data: (A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (B) that Customer does not have the lawful right to create, collect, transmit, store, use or process; or (C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property rights or other rights of any Third Party (including any moral right, privacy right or right of publicity); (v) modify the SaaS Services; (vi) reverse engineer, decompile or disassemble the SaaS Services; (vii) remove or obscure any proprietary notices or labels on the SaaS Services, including brand, copyright, trademark and patent or patent pending notices; or (viii) perform any vulnerability, penetration or similar testing of the SaaS Services.

(iii) Customer agrees not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters;

(e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to ABR under this agreement, ABR reserves the right to remove or disable access to any material that violates the foregoing

restrictions. ABR shall have no liability to You in the event that ABR takes such action. You agree to defend and indemnify ABR against any claim arising out of a violation of Your obligations under this section.

(iv)   You share the SaaS Services with other users, and You may be able to interact with those users. You agree to respect the other users and not interfere with their experience. You agree that You will not send unsolicited communication to other participants using any of the SaaS Services channel, such as but not limited to email, instant messaging, and/or documents. You agree that You will not send unsolicited communication to any other users of the SaaS Services, with the exception of Your organization's users, if any, registered on the SaaS Services.

(c)   <u>Suspension of Access</u>. ABR may, at its discretion: (i) suspend Customer's access to or use of the SaaS Services or any component thereof: (A) for scheduled maintenance; (B) if Customer or any user violates any provision of these SaaS Terms; or (C) to address any emergency security concerns; and (ii) modify the SaaS Services. Any suspension of the SaaS Services by ABR pursuant to these SaaS Terms will not excuse Customer from its obligation to make payments under the Agreement. Customer is required to accept all patches, bug fixes and updates made by or on behalf of ABR to the SaaS Services.

3.   <u>Fees</u>.

(a)   The fees (the "Fees") for the SaaS Services, and any runtime fees associated with the distribution of any ABR Products created with the SaaS Services (if any), are set out at the ABR Online Store found at https://www.appliedbrainresearch.com/store.

(b)   The above Fees shall apply unless You are using the SaaS Services and/or the Products on an ABR-authorized Trial basis, in which case please see Your Trial Authorization from ABR for details on the costs and terms associated with Your Trial.

4.   <u>Customer User Account</u>. Upon Customer's request, ABR may issue one or more administrator accounts (the "**Administrator Accounts**") to Customer that provides Customer with the capability to create user accounts (each, a "**Customer User Account**") for use by Customer and all individuals who are employees or contractors of Customer that Customer wishes to have access to and use of the SaaS Services (each such user and administrator are considered users). Customer will ensure that users only use the SaaS Services through the Customer User Account. Customer will not allow any

users to share the Customer User Account with any other person. Customer will promptly notify ABR of any actual or suspected unauthorized use of the SaaS Services. ABR reserves the right to suspend, deactivate, or replace the Customer User Account if it determines that the Customer User Account may have been used for an unauthorized purpose.

5. <u>Customer's Intellectual Property Indemnity</u>. Customer will defend ABR against and pay any judgments (or settlements to which Customer consents) for, any claims made by a third party that any Customer Data provided by Customer under this Agreement infringes such third party's intellectual property rights. Customer's obligations to indemnify under this Section 5 are conditional on the following: (a) ABR will notify Customer, in a timely manner and in writing of the claim; (b) ABR will give Customer sole control over defense and settlement of the claim; and (c) ABR will provide Customer with reasonable information and assistance, at Customer's request, as needed in defending the claim. Customer will not be responsible for any settlement made by ABR without Customer's prior written consent. If Customer receives information concerning an infringement claim related to the Customer Data, Customer may, at its expense and without obligation to do so, either: (i) procure rights to continue to provide the infringing Customer Data; or (ii) replace or modify the infringing Customer Data to make it non-infringing.

6. <u>Disclaimer</u>. ABR DOES NOT WARRANT THAT THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SAAS SERVICES. EXCEPT AS SPECIFICALLY PROVIDED IN THESE SAAS TERMS, THE SAAS SERVICES (OR ANY PART THEREOF) ARE PROVIDED "AS IS" AND "AS AVAILABLE".

7. <u>Termination</u>. ABR may, in addition to other relief, immediately terminate these SaaS Services if Customer commits a breach of any term of the Agreement.

8. <u>Definitions</u>. For the purposes of these SaaS Terms, the following terms will have the meanings set forth below:

(a) "**Customer Data**" means any data, information, content, records, and files that: (i) Customer (or any of its users) loads, makes available to, transmits to or enters into the SaaS Services; or (ii) that is collected, received, or transmitted by the Licensed Software into the SaaS Services.

(b) "**Modifications**" means modifications, improvements, customizations, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and **"Modify"** has a corresponding meaning.

EXHIBIT D

PROFESSIONAL SERVICES TERMS

These Professional Services Terms ("**PS Terms**") form part of the Agreement and are incorporated therein by reference. In the event of a conflict or inconsistency between these PS Terms and the Terms as they relate to the Professional Services, these PS Terms will govern.

1. Scope. The provisions of this PS Terms apply to a Customer of a paid Support Ticket, for Customers who post questions on the ABR Forum, or for Customers who purchase subscriptions for Support Services, as applicable.

2. As-Is Support. Cooperation and Supportability is provided during ABR Business Hours on an as-is, where as-is basis means Customer chooses to take the advice provided and/or take actions based on the advice, Customer assumes all liability for any and all damages arising in way connected to the advice received. The Products and Services might not be compatible with software or services provided by third parties, and Customer is responsible for familiarizing Customer with compatibility requirements. Support Services may not be available for preview or beta versions of features or Products and Services.

3. Data Backup. Customer understands that data can be inadvertently lost, corrupted, or breached, and agrees that Customer is wholly responsible for the backup of any and all of Customer's Data before receiving the Support Services. Customer further understands and agrees that ABR may need to transfer Customer's Data, including any confidential, proprietary, and personal information stored on Customer's device, to Third Party service providers in order to perform the Support Services. Any transfer will be done in accordance with our privacy statement. To the maximum extent permitted by law, ABR is not responsible or liable for any disclosure, loss or corruption of Customer's Data.

4. Software Installations. If a Support Service includes software installations, regardless of whether the software is provided by ABR or a Third-Party software provider, Customer must have the receipt available before installation if requested by the Support Desk personnel. If a Support Person requests to install or modify Customer's computing systems or any part thereof, Customer represents that it has the right to authorize ABR to take such action and Customer accepts all responsibility for the outcome of such installations. Customer understands and acknowledges that the Support Person may need to accept separate end-user license agreements on Customer's behalf for such software installations and Customer agrees to comply with any such separate end-user license agreements.

5. Subscriptions. Customers have the option of purchasing a Support Services subscription which provides Customer with a specified number of Support Tickets at a discounted price
   – the number of Support Tickets and the pricing for Support Services subscription can be found at the ABR Online Store (https://www.appliedbrainresearch.com/store). If Customer has purchased a Support Services subscription, ABR reserves the right, in its sole discretion, to terminate Customer's subscription for Support Services without notice

if payment is not made on time, Customer violates these PS Terms, or ABR determines that the subscription was used by someone other than the designated Technical POC's for support and/or on a device other than one belonging to the organization owning the Support Services subscription.

6. <u>Definitions</u>. For the purposes of these PS Terms, the following terms will have the meanings set forth below:

(a) "**ABR Business Hours**" means 9 am to 5 pm Eastern Standard Time or Eastern Daylight Time, as applicable.

(b) "**ABR Forum**" means the following link: https://forum.nengo.ai/.

(c) "**ABR Support Email**" means the email support@appliedbrainresearch.com.

(d) "**Cooperation and Supportability**" means ABR's ability to deliver the Support Services depends upon Customer's full and timely cooperation as well as the accuracy and completeness of any information Customer provides. Customer must have an eligible device and valid Products and Services that meet(s) the applicable Minimum Requirements for Supportability before ABR can provide the Support Services. ABR reserves the right to cancel the Support Services and provide a refund due to problems with Customer's device, Customer's system requirements, or configuration, or for any other reason beyond our control that makes providing the Support Services impossible or impractical.

(e) "**Customer's Data**" means any and all of the data, software, information and/or other files stored on Customer or Customer's Affiliates device(s), including all disks and drives, or other associated devices.

(f) "**Minimum Requirements for Supportability**" means the versions of the Products and Services that are currently supported and the combinations of supporting Third Party software that they are supported to work with. The Support Desk personnel will advise Customer if Customer's combination of Products and Services, Third Party software, incident details and computing system configuration can be supported by the Support Desk.

(g) "**Support Services**" means any support service offered for purchase or for free (through the ABR Forum) by ABR to Customer, including but not limited to, Support Tickets.

(h) "**Support Incident**" means a single instance of a specific technical issue for which a valid Technical POC desires assistance from ABR's Support Desk.

(i) "**Support Ticket**" means a voucher which entitles the purchaser to open a single Support Incident for each Support Ticket with the Support Desk using the ABR Support Email. Support Tickets can be purchased at the ABR Online Store found at https://www.appliedbrainresearch.com/store.

(j) "**Support Desk**" means the support personnel at ABR, designated by ABR to

respond to Support Incidents for customers.

(k) "**Support Person**" means the ABR employee, contractor, agent or Affiliate assigned to resolve a Support Incident.

(l) "**Technical POC**" means a single person who has been designated as a technical point of contact for Customer.

EXHIBIT E

ABR ACCOUNT USAGE TERMS

These ABR Account Usage Terms ("**AAU Terms**") form part of the Agreement and are incorporated therein by reference. In the event of a conflict or inconsistency between these AAU Terms and the Terms, these AAU Terms will govern. Each capitalized term used herein and not defined in herein shall have the meaning ascribed to it in the Terms, Exhibit A or Exhibit B of this Agreement.

1. Scope. The provisions of these AAU Terms apply to Customer's creation and use of an account on some or all of the Sites.

2. ABR Account. Customer will need an ABR account to access the ABR Software and the SaaS Services. Customer's ABR account lets Customer sign into products, websites and services provided by ABR.

3. Creating an Account. Customer can create an ABR account by signing up online on the Sites. Customer agrees not to use any false, inaccurate, or misleading information when signing up for Customer's ABR account. If Customer creates an ABR account on behalf of an entity, such as Customer's business or employer, Customer represents that Customer has the legal authority to bind that entity to this Agreement. Customer cannot transfer Customer's ABR account credentials to another user or entity. To protect Customer's account, keep Customer's account details and password confidential. Customer is responsible for all activity that occurs under Customer's ABR account.

4. Account Use. Customer must use Customer's ABR account to keep it active. This means Customer must sign in at least once in a five (5) year period to keep Customer's ABR account active. If Customer does not sign in during this time, ABR will assume Customer's ABR account is inactive and will close it for Customer. If ABR reasonably suspects that Customer's ABR account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise), ABR may suspend Customer's account until Customer can reclaim ownership. Based on the nature of the compromise, ABR may be required to disable access to some or all of Customer's content. If Customer is having trouble accessing Customer's ABR account, please contact support@appliedbrainresearch.com.

5. Age of Legal Responsibility. By using Customer's account, Customer represents that Customer has either reached the age of "majority" or "legal responsibility" where Customer lives or has valid parent or legal guardian consent to be bound by this Agreement. If Customer does not know whether Customer has reached the age of majority or "legal responsibility" where Customer lives, or does not understand this section, please ask Customer's parent or legal guardian for help and consent before Customer creates an ABR account. If Customer is the parent or legal guardian of a minor who creates an ABR account, Customer and the minor accept and agree to be bound by this Agreement and are responsible for all use of the ABR account.

6. Closing Customer's Account. Customer can cancel specific services or close Customer's ABR account at any time and for any reason. To close Customer's ABR

account, please contact support@appliedbrainresearch.com. When Customer asks ABR to close

Customer's ABR account, ABR will put it in a suspended state for 60-days just in case Customer changes Customer's mind. After that 60-day period, Customer's ABR account will be closed. Logging back in during that 60-day period will reactivate Customer's ABR account. If Customer's ABR account is closed (whether by Customer or ABR), a few things happen, first, Customer's right to use the ABR account to access the Sites stops immediately, second, ABR will delete any data or content associated with Customer's ABR account or will otherwise disassociate it from Customer and Customer's ABR account. Customer should have a regular backup plan as ABR won't be able to retrieve Customer's content or data once Customer's account is closed.

7. <u>Work or School Accounts</u>. Customer can sign into certain ABR services with a work or school email address. If Customer does, Customer agrees that the owner of the domain associated with Customer's email address may be notified of the existence of Customer's ABR account and its associated subscriptions, control and administer Customer's account, and access and process Customer's data, including the contents of Customer's communications and files, and that ABR may notify the owner of the domain if the account or data is compromised.

8. <u>Notifications</u>. When there's something ABR needs to tell Customer about Customer's account or a related matter, ABR will send Customer an email to the address Customer gave ABR when Customer created Customer's ABR account. ABR may also send Customer notifications by in-product messages.

9. <u>Ending Customer's Account</u>. If Customer cancels Customer's account or ABR has to, Customer's right to access the account stops immediately. ABR will delete any data stored in Customer's account or will otherwise disassociate it from Customer and Customer's ABR account (unless ABR is required by law to keep it, return it, or transfer it to Customer or a third party identified by Customer). Customer should have a regular backup plan. Customer may also lose access to products Customer has acquired.

EXHIBIT F

Note: For ease of accessibility for contributors, the official version of the NENGO CONTRIBUTOR ASSIGNMENT AGREEMENT is available at https://www.nengo.ai/caa/ (the CA Site). Should there be any discrepancies between the copy herein and the copy at the CA Site, the copy at the CA Site shall take precedence.

NENGO CONTRIBUTOR ASSIGNMENT AGREEMENT

This agreement is based on Harmony (HA-CAA-I-ANY) Version 1.0, with minor changes.

Nengo Contributor Assignment Agreement
Thank You for Your interest in contributing to one or more products of Applied Brain Research ("We", "Us" or "ABR").

This contributor agreement (the "Contributor Agreement") documents the rights granted by Contributors to Us. By adding Your name to the people.md file at https://github.com/nengo/nengo.github.io/blob/master/people.md You are agreeing to be bound by this Contributor Agreement in full and Your name will then appear on ABR's People page (https://www.nengo.ai/people/).

You agree to inform Us in the relevant pull request(s) if You do not own the Copyright to the entire Submission. We will initiate an IP review with You to determine the eligibility of the Submission before merging the pull request.

This is a legally binding document, so please read it carefully before agreeing to it. This Contributor Agreement may cover more than one software project managed by Us.

1. Definitions.

   a. "**Contributor**" and "**You**" mean the person who Submits a Contribution to Us.

   b. "**Contribution**" means any work of authorship that is Submitted by You to Us in which You own or assert ownership of the Copyright.

   c. "**Copyright**" means all rights protecting works of authorship owned or controlled by You, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions by You.

   d. "**Effective Date**" means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

   e. "**Material**" means the works of authorship which are made available by Us to third parties. When this Agreement covers more than one software project, the Material means the work of authorship to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material.

f. "**Submission Date**" means the date on which You Submit a Contribution to Us.

g. "**Submit**" and "**Submission**" mean any form of electronic, verbal, or written communication (including any and all Contributions and works of authorship) sent to Us or our representatives, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us for the purpose of discussing and improving the Material, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. <u>Grant of Rights</u>.

   a. Copyright Assignment.

      i. At the time the Contribution is Submitted, You assign to Us all right, title, and interest worldwide in all Copyright covering the Contribution, provided that this transfer is conditioned upon compliance with Section 2(c).

      ii. To the extent that any of the rights in this Section 2(a) cannot be assigned by You to Us, You grant to Us a perpetual, worldwide, exclusive, royalty-free, transferable, irrevocable license under such non-assigned rights, with rights to sublicense through multiple tiers of sublicensees, to practice such non-assigned rights, including, but not limited to, the right to reproduce, modify, display, perform and distribute the Contribution; provided that this license is conditioned upon compliance with Section 2(c).

      iii. To the extent that any of the rights in this Section 2(a) can neither be assigned nor licensed by You to Us, You irrevocably waive and agree never to assert such rights against Us, any of our successors in interest, or any of our licensees, either direct or indirect, provided that this agreement not to assert is conditioned upon compliance with Section 2(c).

      iv. Upon such transfer of rights to Us, to the maximum extent possible, We immediately grant to You a perpetual, worldwide, non-exclusive, royalty-free, transferable, irrevocable license under such rights covering the Contribution, with rights to sublicense through multiple tiers of sublicensees, to reproduce, modify, display, perform, and distribute the Contribution. The intention of the parties is that this license will be as broad as possible and to provide You with rights as similar as possible to the owner of the rights that You transferred. This license back is limited to the Contribution and does not provide any rights to the Material.

   b. Patent License.

      i. For patent claims including, without limitation, method, process, and apparatus

claims which You own, control or have the right to grant, now or in the future, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution and the Contribution in combination with the Material (and portions of such combination).

    ii. This license is granted only to the extent that the exercise of the licensed rights infringes such patent claims; and provided that this license is conditioned upon compliance with Section 2(c).

c. Outbound License. Based on the grant of rights in Sections 2(a) and 2(b), if We include Your Contribution in a Material, We may license the Contribution under any license, including copyleft, permissive, commercial, or proprietary licenses. As a condition on the exercise of this right, We agree to also license the Contribution under the terms of the license or licenses which We are using for the Material on the Submission Date.

d. Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against Us or our successors in interest, or any of our licensees, either direct or indirect.

e. Our Rights. You acknowledge that We are not obligated to use Your Contribution as part of the Material and may decide to include any Contribution We consider appropriate.

f. Reservation of Rights. Any rights not expressly assigned or licensed under this section are expressly reserved by You.

2. Agreement Authority.

a. You confirm that:

    i. You have the legal authority to enter into this Agreement.

    ii. You own the Copyright and patent claims covering the Contribution which are required to grant the rights under Section 2.

    iii. The grant of rights under Section 2 does not violate any grant of rights which You have made to third parties, including Your employer. If You are an employee, You have had Your employer approve this Agreement or sign the Entity version of this document. If You are less than eighteen years old, please have Your parents or guardian sign the Agreement.

    iv. You have informed us in the relevant pull request(s) if You do not own the Copyright to the entire Submission.

3. <u>Disclaimer.</u>

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 2, THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

4. <u>Consequential Damage Waiver.</u>

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

5. <u>Governing Law.</u>

a. For Canadian customers, all matters arising out of or relating to the Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

b. For US Customers, this Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware and the federal laws of the United States of America applicable therein, without giving effect to any choice or conflict of law provision or rule.

c. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

6. <u>Miscellaneous.</u>

a. Entire Agreement. This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

b. Third Party Assignment. If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

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c. Non-Performance. The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

d. Partial Invalidity. If any provision of this Contributor Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision, and which is enforceable. The terms and conditions set forth in this Contributor Agreement shall apply notwithstanding any failure of essential purpose of this Contributor Agreement or any limited remedy to the maximum extent possible under law.

EXHIBIT G

**INTELLECTUAL PROPERTY, ALGORITHMS, HARDWARE, DATA
AND/OR KNOW-HOW REFERENCE DESIGN LICENSE TERMS**

Please carefully review the following terms and conditions before downloading and using the ABR Licensed IP. By using, installing and/or distributing the ABR Licensed IP and/or paying a license fee, You indicate Your acceptance of such terms and conditions, which constitute the license agreement ("agreement") between You and ABR.

1. <u>License to the ABR Licensed IP and Fees</u>. Subject to the terms and conditions of this Agreement, ABR grants to Licensee a non-transferable, non-sublicensable (except as expressly set forth herein), non-exclusive, perpetual, and world-wide license to use the ABR Licensed IP as described in this Exhibit. Except for the express licenses granted herein, no other licenses are granted by ABR by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved by ABR.

    (a) Licensee may do the following to implement the ABR Licensed IP in the Licensee's Licensed Products:

    (i) Download the ABR Licensed IP from the ABR Sites, and

    (ii) If the ABR Licensed IP format is a hardware reference design, design with, parameterize, compile, route, and generate programming files and/or netlists using the ABR Licensed IP; and

    (iii) If the ABR Licensed IP is source code and its associated algorithm(s), modify and create derivative works, in whole or in part, of the ABR Licensed IP; and

    (iv) Manufacture or have manufactured, distribute or have distributed, sell or have sold, or otherwise market or have marketed the Licensee's Licensed Products containing the ABR Licensed IP, in whole or in part, limited by the terms and quantities of Unit Licenses as purchased by Licensee from ABR as shown on the Licensee's Receipt; and

    (v) Copy the ABR Licensed IP for back-up or archival purposes only and may use the ABR Licensed IP over a network.

    (b) Any copy or portion of the ABR Licensed IP, including any modified versions or derivative works, or any portion merged into a Licensed Product (the Copies), will continue to be subject to the terms and conditions of this Agreement.

    (c) All Copies will incur a one-time per unit license fee payable to ABR. The Licensee is responsible to ensure that they have enough paid Unit Licenses to cover all the Copies that they require, one for each Licensed Product.

2. <u>Intellectual Property</u>.

    (a) All Intellectual Property embodied in the ABR Licensed IP, including enhancements, corrections, improvements, modified versions, or derivative works thereof, in whole or in part, that is created, conceived, or first reduced to practice

    (a) solely by or on behalf of ABR, or (b) by ABR and Licensee jointly shall be the sole and exclusive property of ABR.

    (b) To perfect ABR's ownership interests in ABR's Intellectual Property described above, Licensee agrees to assist and cooperate with ABR in all reasonable respects

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9. <u>Consideration</u>. For the license and other rights granted under this Agreement, Licensee shall purchase Unit Licenses, at the then-current pricing posted on the ABR Store (https://www.appliedbrainresearch.com/store). Such consideration shall, as directed by ABR, be provided directly to ABR or through one of ABR's authorized distributors. Licensee shall pay any applicable taxes.

10. <u>No Maintenance or Support</u>. Licensee agrees that ABR is not obligated to provide any maintenance or support for the ABR Licensed IP, except as expressly set forth in this Agreement. Except as set forth above, ABR will not have any obligation to provide to Licensee any maintenance, support, or training, or to provide any error corrections, updates, upgrades, new versions, other modifications, or enhancements to the ABR Licensed IP, the Devices, or any Licensed Products, except via the free web forum support option and the paid support options offered at ABR's Sites. Licensee shall, at its own expense, be solely responsible for providing technical support and training to any of its customers and any other end users of the ABR Licensed IP, any Deliverable, or any Licensed Products, and ABR will have no obligation to any such parties with respect

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      (ii) an ABR hardware reference design, and/or design, and/or source code, and/or other ABR Intellectual Property, and/or associated format test benches (if applicable), and/or suite of test vectors (if applicable), and/or associated documentation.

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   (e) "**Receipt**" means the receipt delivered to the Licensee by ABR upon the Licensee's purchase of the quantities, and specifying any additional terms, of the Licensed Products specified on said receipt.

EXHIBIT H

TRIAL USAGE LICENSE

By accessing the ABR Software through the SaaS Services under a Trial, Customer acknowledges that Customer has read, accepts, and agrees to be bound by and comply with the terms and conditions set out in these terms ("**Trial Use Terms**").

These Trial Use Terms form part of the Agreement and are incorporated therein by reference. In the event of a conflict or inconsistency between these Trial Use Terms and the Terms as they relate to the Products and Services, these Trial Use Terms will govern.

1.   Trial Terms.

(a)   Trial Authorization. ABR will send You, via email or other means, a dated (the "Trial Start Date") document (the "Trial Authorization') outlining the terms of Your trial, authorizing You to use a selection of named ABR Products and/or the ABR SaaS Services (the "Trial Products") for a specified trial period (the "Trial Period") for a certain cost (the "Trial Cost"), on ABR-provided SaaS infrastructure (the "Trial Environment"), using ABR-provided trial user accounts (the "Trial Accounts"), within certain limitations of user (the "Trial User Limit"), resource (the "Trial Resource Limit"), compute (the "Trial Compute Limit") and/or other limits (individually each a "Trial Limitation", collectively the "Trial Limitations"), and under the Terms of this Agreement including this Trial Usage License (the "Trial Agreement").

(b)   Sample. A sample of an ABR Trial Authorization is shown in the attached Sample Trial Authorization Addendum.

(c)   Your Trial. Your use under the terms of the Trial Authorization and the Terms herein shall constitute Your trial (the "Trial"). The Trial Limitations are subject to change by ABR, at ABR's sole discretion, without notice.

(d)   Trial Limitations. The following Trial Limitations shall apply to the Trial, unless otherwise specified in Your Trial Authorization and/or waived by ABR's systems manager(s) from time to time. Please contact ABR Support to file requests to increase to a Trial Limitation.

(i)   the Trial Cost shall be zero (0) dollars USD.

(ii)   the Trial Period shall be sixty (60) days from the Trial Start Date.

(iii)   the Trial User Limitation shall be for one (1) user account and one (1) concurrently logged in instance of said single user account; and

(iv)   the Trial Compute Limitation and Resource Limitation shall be limited by:

(A)   the planned and/or real-time applied limitations imposed by ABR's systems manager(s) from time to time; and

(B)   the ABR Products implemented limitations, such as limits imposed, if any, on data processed size, model size, power usage, and/or any other resource limits imposed by ABR in its sole discretion; and

(C)   a Trial disk storage limitation of 10 GB per Trial user account.

(e)   As-Is, Best-Efforts. The Trial, the Trial Environment, the Trial Products, trial Support or Services, of any kind, are provided purely on an as-is, best-efforts basis, with no guarantees of use, results, performance or fit for purpose.

(f)   Risks & Damages Exclusions. You, Your organization and Your Affiliates assume all risks of damages and/or losses, of any kind, related to Your participation in the Trial in any way.

2.   Rights Granted.

(a)   For the duration of the Trial Period, You have the nonexclusive, non-transferable, non-assignable, limited right to use the Trial Products solely for Your internal company or personal uses and only to evaluate the Trial Products to determine if You will enter into a Production License with ABR. For clarity, You may not use the Trial Products for any production, or commercial uses.

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(c)   You may allow users within Your organization, within the aggregate Trial Limits, to use the services for this purpose and You are responsible for Your users' compliance with this Trial Agreement.

3.   Production License Required After Trial. If You would like to use the Trial Products after the Trial Period, provided that ABR has made the Trial Products commercially available, You must purchase the appropriate license from ABR under a new agreement with ABR (the "Production License").

4.   Customer Data.

(a)   Trial Environment Security Not Guaranteed. ABR makes its best efforts to provide a secure Trial Environment, but ABR makes no assurances that any of Your content or Your applications loaded into the Trial Environment will be secured or that such data will remain confidential as it is a trial environment.

Therefore You acknowledge that the Trial is not designed for use with production data (including business content and personal information) and accordingly, You shall not include any production data in Your Customer Data or use the services for any commercial purposes. If despite this, You do include Your production data in Your Customer Data, You do so at Your risk.

(b)   You agree that ABR has no obligation to retain or archive any of Your Customer Data, content, and/or applications posted on the Trial Environment. At the end of the Trial Period, ABR may, at its sole discretion, disable the Trial Accounts and remove any and all of Your Customer Data, and any other related system or other content, and Your applications.

(c)   Backup Your Customer Data. You should frequently back up any content, application or software that You load into, or create within, the Trial Environment. ABR reserves the right at its sole discretion to delete, at any time and for any reason, any Customer Data, system or other content, Your Application(s) and/or software in the Trial Environment. Any such deleted content, application or software may become permanently lost, with no compensation or recourse to claim any resulting losses and/or damages against ABR for any direct or consequential losses or damages, however caused.

(d)   Your Customer Data or any content, may be disclosed, if and as, required by law without Your prior consent. ABR will use diligent efforts to inform You, to the extent permitted by law, of any request for such disclosure promptly upon receipt of such request.

5.   Monitoring. ABR has no obligation to monitor Your activity, content and/or applications, but at its sole discretion, may access, monitor, and/or review Your activity, content and applications in the environment in order to ensure compliance with the Terms and/or to improve the ABR Products and Services.

6.   Consent and Compliance. You agree to provide any notices and obtain any consents from Your organization, or any other person or body related to Your use of the Trial Environment and ABR's provision of the Trial Products to You. You remain solely responsible for Your regulatory compliance in connection with Your use of the services.

Sample Trial Authorization Addendum

A sample Trial Authorization is shown below.

January 1, 2021

Ms. Sally Smith
123 Somewhere
St.
Someplace,
SomeState
SomeCountry

Dear Ms. Smith,

We are pleased to inform You that Your request for a trial of ABR's NengoEdge system has been granted! Thank You for agreeing to trial our products.

Several aspects of the standard trial terms have been personalized for You as follows.

- Products on Trial: NengoEdge KWS
- Start Date: January 1, 2021
- Duration: Ninety (90) days
- Cost: $0 USD
- User Limit: One trial user account.
- Resource Limit: 10 Gigabytes of data and model storage.

The detailed terms and conditions governing Your trial can be found in the sections relevant to trials in the attached "ABR Technology License and Use Agreement". By accessing the trial system, You agree to the terms and conditions of this trial authorization letter and the attached agreement. Please confirm Your acceptance of the terms of the trial by email to the under-signed.

If You have any account questions or comments, please contact the under-signed. For technical support, please contact and ABR Support on our user forms at https://forum.nengo.ai/.

Applied Brain Research Inc.
sales@appliedbrainresearch.com

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Licensed code

Nengo imports or vendorizes several open-source libraries.

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- Sphinx - Used under BSD license
- numpydoc - Used under BSD license
- matplotlib - Used under modified PSF license
- IPython - Used under BSD license
- pytest - Used under MIT license
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Nengo also includes code modified from other libraries.

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EXHIBIT I

CUSTOMER-SPECIFIC ADDENDUMS

Customer-Specific Addendums attached hereto and/or listed below, shall form part of this Agreement. If there is any conflict between any of these Customer-Specific Addendums and this Agreement, the Customer-Specific Addendums take precedence.