

Neuralia Technologies Source Available License Agreement

Version 1, April 13, 2019

This Agreement sets forth the terms on which the Licensor makes available the Software. BY INSTALLING, DOWNLOADING, ACCESSING, USING OR DISTRIBUTING ANY OF THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MUST NOT USE THE SOFTWARE. If you are receiving the Software on behalf of a legal entity, you represent and warrant that you have the actual authority to agree to the terms and conditions of this agreement on behalf of such entity.

The terms below have the meanings set forth below for purposes of this Agreement:

Agreement: this Neuralia Technologies Source Available License Agreement.

Database Product: any of the following products or services: (a) database; (b) caching engine; (c) stream processing engine; (d) search engine; (e) indexing engine; (f) machine learning or deep learning or artificial intelligence serving engine; (g) a product or service exposing the Neuralia Technologies APIs (h) a product or service exposing the Neuralia Technologies Modules APIs; or (i) a product or service exposing the Software API.

Distributed Ledger Product: Distributed ledger systems, blockchain implementations, hashgraphs, direct acyclical graphs, crypto currency and/or crypto-token, any tree and/or chain of hash and/or transaction dependencies cryptographically secured or not, any other type of product generally known to be part of the greater family of “blockchain” and “distributed ledger products”. (a) Any system that may use computational mining to generate, create or release tokens and/or securities (b) Cryptographically secured and/or validated storage systems (c) Peer to peer applications (d) Smart contracts and/or legal contract systems (e) Financial and/or financial service products, transaction settlement applications, peer to peer global payment or any other payment system (f) Tokenization of content/assets (g) Accounting applications (h) IOT communication applications (i) Supply chain management applications (j) Healthcare applications (k) Insurance applications (l) ERP Quality Control Processes (m) Voting Systems or related government applications (n) Machine learning, deep learning or artificial intelligence serving engines;

License: the Neuralia Technologies Source Available License described in Section 1.

Licensor: Neuralia Technologies Inc.

Modification: a modification of the Software made by You under the License, Section 1.1(c).

Neuralia Technologies: the open source Neuralia Technologies software as described in Neuralia Technologies.com

Software: certain software components designed to work with Neuralia Technologies and provided to you under this Agreement.

You: the recipient of this Software, an individual, or the entity on whose behalf you are receiving the Software.

Your Application: an application developed by or for You, where such application is not a Database Product and/or a Distributed Ledger Product.

1. LICENSE GRANT AND CONDITIONS

1.1 Subject to the terms and conditions of this Section 1, Licensor hereby grants to You a non-exclusive, royalty-free, worldwide, non-transferable license during the term of this Agreement to:

- (a) **distribute** or make available the Software or your Modifications under the terms of this Agreement, only as part of Your Application, so long as you include the following notice on any copy you distribute: "This software is subject to the terms of the Neuralia Technologies Source Available License Agreement".
- (b) **Use** the Software, or your Modifications, only as part of Your Application, but not in connection with any Database Product and/or Distributed Ledger Product that is distributed or otherwise made available by You or any third party.
- (c) **modify** the Software, provided that Modifications remain subject to the terms of this License.
- (d) **reproduce** the Software as necessary for the above.

1.2. **Sublicensing.** You may sublicense the right to use the Software fully embedded in Your Application as distributed by you in accordance with Section 1.1(a), pursuant to a written license that disclaims all warranties and liabilities on behalf of Licensor.

1.3. **Notices.** On all copies of the Software that you make, you must retain all copyright or other proprietary notices.

1.4 **Your warranties and representations** By entering these Terms and Conditions you warrant and represent that: a) You have full capacity to contract under applicable law; b) You will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Software; c) You will not use the Software for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade; d) You will not use the Software for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company; e) You will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

2. **TERM AND TERMINATION.** This Agreement will continue unless and until earlier terminated as set forth herein. If You breach any of its conditions or obligations under this Agreement, this Agreement will terminate automatically and the licenses granted herein will terminate automatically.

3. **INTELLECTUAL PROPERTY.** As between the parties, Licensor retains all right, title, and interest in the Software, To Neuralia Technologies or other Licensor trademarks or service marks, and all intellectual property rights therein. Licensor hereby reserves all rights not expressly granted to You in this Agreement.

4. **DISCLAIMER.** TO THE EXTENT ALLOWABLE UNDER LAW, LICENSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. Licensor has no obligation to support the Software.

5. **LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWABLE UNDER LAW, LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

6. **ASSIGNMENT** YOU MAY NOT TRANSFER OR ASSIGN THESE TERMS AND CONDITIONS OR ANY RIGHTS OR OBLIGATIONS YOU HAVE UNDER THESE TERMS AND CONDITIONS WITHOUT OUR PRIOR WRITTEN CONSENT. THE COMPANY RESERVES THE RIGHT TO FREELY ASSIGN OR TRANSFER THESE TERMS AND CONDITIONS AND THE RIGHTS AND OBLIGATIONS UNDER THESE TERMS AND CONDITIONS TO ANY THIRD PARTY AT ANY TIME WITHOUT PRIOR NOTICE OR CONSENT. IF YOU OBJECT TO SUCH TRANSFER OR ASSIGNMENT, YOU MAY STOP USING THE SOFTWARE AND TERMINATE THESE TERMS AND CONDITIONS BY CONTACTING US.

7. **RELEASE.** Tools and utilities that support and/or supplement the Neuralia Technologies ecosystem without directly competing against it may obtain explicit permission to use the source code and operate by contacting [license@Neuralia Technologies.com](mailto:license@NeuraliaTechnologies.com) to request such permission.

8. **GENERAL.** You are not authorized to assign Your rights under this Agreement to any third party. Licensor may freely assign its rights under this Agreement to any third party. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision, including without limitation any condition, of this Agreement is held to be unenforceable, this Agreement and all licenses and rights granted hereunder will immediately terminate. Failure by Licensor to exercise any right hereunder will not be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Agreement will be governed by and interpreted in accordance with the laws of the or the province of Quebec in Canada and the state of California in the United States of America, without reference to its conflict of laws principles. If You are located within the United States, all disputes arising out of this Agreement are subject to the exclusive jurisdiction of courts located in Santa Clara County, California. USA. If You are located within Canada, all disputes arising out of this Agreement are subject to the exclusive jurisdiction of courts located in Montreal, Quebec. Canada. If You are located outside of the United States and Canada, any dispute, controversy or claim arising out of or relating to this Agreement will be referred to and finally determined by arbitration in accordance with the JAMS before a single arbitrator in Santa Clara County, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.