

NUMENTA, INC.

NUMENTA TRIAL LICENSE AGREEMENT

(VERSION 1.1 DATED APRIL 20, 2016)

**This Numenta Trial License Agreement (the “*Agreement*”) governs your use of NuPIC (as defined below). Numenta is willing to license NuPIC to you only upon the condition that you accept all of the terms contained in this Agreement. By electronically signing this Agreement, you indicate that you have read and understand this Agreement and accept all of its terms. If you agree to these terms on behalf of a business, government agency, or other entity, you warrant that you have authority to bind that business, agency, or other entity to this Agreement, and your agreement to these terms will be treated as the agreement of that business, agency, or other entity. In that event, “you” and “your” refer herein to that business, agency, or other entity.**

**PREAMBLE**

The purpose of this Preamble is to give a plain English description of our license. Please read the license itself carefully for detailed terms and conditions.

Numenta welcomes individuals, businesses, and other entities to explore and advance HTM technology. This license allows you to explore HTM ideas using NuPIC in whole or in part, at no charge, as long as your work is for research and experimentation purposes only. You may not sell or distribute NuPIC or your work product for commercial or production use unless you take an appropriate commercial license from us.

**1. Definitions.**

“**HTM**” means the Hierarchical Temporal Memory theory.

“**NuPIC**” means the Numenta Platform for Intelligent Computing, consisting of all AGPL codebases made available through the "numenta" GitHub organization at <http://github.com/numenta>. Any technology that does not exist at <http://github.com/numenta> with an AGPL license is not included in this License.

**2. License, Permitted Uses, Restrictions, and Ownership.**

(a) **License.** Numenta hereby grants you a non-exclusive, non-transferable, royalty-free license during the term of this Agreement to install and use NuPIC for the permitted uses detailed in section 2(b) subject to the restrictions detailed in section 2(c).

(b) **Permitted Uses.** You may use NuPIC to conduct research and analysis. You may use NuPIC for evaluation and for validation of its applicability to specific problems. You may use NuPIC for instruction and training. You may use NuPIC to create applications that endeavor to solve problems, to train the application with data, and to test and debug the application. You may publish information regarding the results of your research as long as you include an appropriate citation. You may modify and create derivative works of NuPIC.

(c) **Restrictions.** You may not offer for sale, distribute, or permit others to use any technology that includes the NuPIC software or intellectual property, either free or for a fee, unless you have entered into an appropriate Numenta commercial license agreement.

(d) **Ownership of Intellectual Property.** You agree that Numenta owns all right, title and interest, including but not limited to copyright, patent, trade secret and all other intellectual property rights, in and to NuPIC, and any changes, modifications, or corrections thereto that are made by or for Numenta. You hereby grant to Numenta a perpetual, irrevocable, world-wide, royalty-free, non-exclusive, license to use any feedback, suggestions, or ideas that you provide directly to Numenta regarding NuPIC.

3. **No Support.** You acknowledge and agree that Numenta undertakes no obligation to provide any support, error corrections, or upgrades for NuPIC, and that you assume all risk arising from your use of NuPIC.

4. **Termination.** You may terminate this Agreement at any time upon written notice to Numenta. Either party may terminate this Agreement immediately upon written notice to the other party: (i) in the event of the insolvency, bankruptcy or voluntary dissolution of the other party; or (ii) if the other party defaults in the performance of any provision hereunder, and if such default continues and is not cured within thirty (30) days after written notice thereof to the defaulting party. Upon any termination of this Agreement, you agree to immediately cease using NuPIC.

5. **No Warranties; Limitation of Liability.**

(a) **No Warranty.** NuPIC is provided “as is” without warranty of any kind including without limitation, any warranty of merchantability, fitness for a particular purpose, or non-infringement. Further, Numenta does not warrant results of use or that NuPIC is bug free or that its use will be uninterrupted. The parties agree and acknowledge that NuPIC is an early-stage technology and there can be no assurance that NuPIC will be further developed or improved by Numenta into a commercially viable product. No advice or information, whether oral or written, obtained from Numenta or elsewhere will create any warranty not expressly stated in this Agreement.

(b) **Limitation of Liability.** Numenta will have no liability to you under this Agreement. In no event will either party be liable for costs of procurement of substitute goods, loss of profits, or for any special, indirect, consequential or incidental damages, however caused, whether for breach of warranty, breach of contract, repudiation of contract, negligence or otherwise.

6. **General.** Once executed, this Agreement takes precedence over the standard open source licenses provided at [www.numenta.org](http://www.numenta.org) and <http://github.com/numenta>. The terms of this Agreement may only be modified by a written agreement signed by both parties. You may not assign this Agreement without the prior written consent of Numenta. This Agreement will be governed by the laws of the state of California and the United States of America. No failure of either party to enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Application Name: \_\_\_\_\_

Application Description:

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Signature: \_\_\_\_\_