

## TERMS AND CONDITIONS OF USE

### AI Model & Software License

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  - Exploit vulnerabilities of age, disability or social or economic situation;
  - Predictive policing;
  - Social scoring;
  - Emotion recognition in workplace and education;
  - Real-time remote biometric identification in publicly accessible spaces for law enforcement;
  - Biometric categorization system (sensitive characteristics); and/or
  - Generating facial recognition databases by scraping images from the internet or CCTV footage.
- e. High-Risk Use Cases. The following applications are considered high-risk (the "High-Risk Applications"): (1) biometric identification (not otherwise considered an Unacceptable Risk Application); (2) critical infrastructure; (3) education and vocational training; (4) employment; (5) access to and enjoyment of essential private services and essential public services and benefits; (6) law

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

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

## 8. INDEMNIFICATION.

a. You agree to defend, indemnify and hold QuIC, its Affiliates, employees, directors, agents, licensors, successors and assignees (each an "Indemnified Party") harmless from any and all claims, penalties, demands, causes of action, liabilities, lawsuits, or damages, including attorneys' fees and costs, that arise from, result from, or relate to Your use of the Software, including but not limited to, Your use of the Software or derivatives of the Software for or in connection with Unacceptable Risk Applications or High-Risk Applications, Your development, use, or distribution of any Modifications or Your posting of any software applications on one (1) or more application download websites or stores for end user download.

b. If any third party asserts a claim or initiates an action against an Indemnified Party for which You are responsible under this Section, QuIC shall promptly notify You when it becomes aware of such claim or action, *provided, however,* that any delay in notification shall not relieve You from your indemnification obligations under this Agreement. QuIC shall have the right to participate in the defense of such claim or action, including any related settlement negotiations. No such claim or action may be settled or compromised without QuIC's express written consent, which may be conditioned upon the execution of a release of all claims against the Indemnified Parties by the party bringing such claim or action.

## 9. GENERAL.

a. Assignment. You may not assign Your rights or delegate Your obligations under this Agreement, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of QuIC. For purposes of this Section, an "assignment" by You shall be deemed to include, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of You. Any attempted assignment or delegation in contravention of this Section without such written consent shall be void.

b. Entire Agreement; Modifications. This Agreement constitutes the entire agreement and understanding between You and QuIC and supersedes all previous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provisions of this Agreement will be effective only if in writing and signed by the duly authorized representatives of both You and QuIC.

c. Governing Law. This Agreement shall be governed by the laws of the State of California excluding that body of laws known as conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. You agree to refer all disputes arising under this Agreement to the courts of San Diego County, California. You hereby consent to the exclusive jurisdiction of such courts and expressly waive any objections or defenses based upon lack of personal jurisdiction or venue. The prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with any action or proceeding between QuIC and You arising related to this Agreement.

d. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

e. Waiver. The failure by either You or QuIC to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

f. Export Control. You (and Your Affiliates as permitted under the terms herein) acknowledge(s) that the hardware, software, technology, and certain services obtained from QuIC and its Affiliates (collectively, "Qualcomm Products") may be subject to U.S. export control and economic sanctions laws, orders, and regulations, including, without limitation, the Export Administration Regulations ("EAR"), 15 CFR Parts 730-774, and the Foreign Assets Control Regulations, 31 CFR Parts 500-599, as well as similar laws and regulations of other applicable jurisdictions (collectively "Export and Sanctions Laws"). In connection with the performance of its/their obligations under this Agreement, You and Your Affiliates (as applicable) (i) will comply with all Export and Sanctions Laws, including by obtaining any required U.S. or other country licenses, authorizations, or approvals; and (ii) will not engage in any activity that would reasonably be expected to cause QuIC or its Affiliates to violate any Export and Sanctions Laws. You agree that neither You, nor Your Affiliates (as applicable), will directly or indirectly export, re-export, transfer or release (collectively, "Export") any Qualcomm Products (whether or not incorporated into another item), or any direct product thereof, to any country or territory, its government, any entity located in or organized under the laws of such country or territory, or any individual located or resident in such country or territory, if, at the time of Export, the U.S. government maintains comprehensive economic sanctions or an embargo with respect to such country or territory ("Embargoed Country"), without prior government authorization. The U.S. government currently maintains comprehensive economic sanctions or an embargo against Cuba, Iran, North Korea, Syria, and the Crimea and so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine. The U.S. government also has imposed extensive export control and economic sanctions on, inter alia, Belarus, the Russian Federation, and Venezuela. The list of impacted countries may be amended over time. You agree not to directly or indirectly employ any Qualcomm Products in, or Export any Qualcomm Products for, end uses or for end users that would violate the controls in Part 744 of the EAR, without prior U.S. government authorization, including those related to prohibited missile or unmanned aerial vehicle

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g. Compliance with Anti-Corruption Laws. You represent and warrant to QuIC that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QuIC, You, and everyone acting on Your behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act. You represent and warrant to QuIC that You have not, and covenant and agree that You will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QuIC, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

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