**SEER LICENSE AGREEMENT**

This License Agreement (as may be amended in accordance with this License Agreement, “**License**”), between you (“**Licensee**” or “**you**”) and Meta Platforms, Inc. (“**Meta**” or “**we**”) governs your use of any computer program, algorithm, source code, object code, or software that is made available by Meta under this License (“**Software**”) and any specifications, manuals, documentation, and other written information provided by Meta related to the Software (“**Documentation**”). The terms of this license become effective upon your use of the Software and will remain effective unless terminated as set forth in this agreement.

**By clicking “I Accept” below or by using the Software, you agree to the terms of this License. If you do not agree to this License, then you do not have any rights to use the Software or Documentation (collectively, the “Software Products”), and you must immediately cease using the Software Products.**

1. **LICENSE GRANT**

a. Subject to your compliance with the Documentation and Sections 2, 3, and 5, Meta grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable, royalty free and limited license to reproduce, distribute, and create derivative works of the Software solely for your non-commercial research purposes. The foregoing license is personal to you, and you may not assign or sublicense this License or any other rights or obligations under this License without Meta’s prior written consent; any such assignment or sublicense will be void and will automatically and immediately terminate this License.

b. You may make a reasonable number of copies of the Documentation solely for use in connection with the license to the Software granted above.

c. The grant of rights expressly set forth in this Section 1 (License Grant) are the complete grant of rights to you in the Software Products, and no other licenses are granted, whether by waiver, estoppel, implication, equity or otherwise. Meta and its licensors reserve all rights not expressly granted by this License.

1. **RESTRICTIONS**

You will not, and will not permit, assist or cause any third party to:

a. use, modify, copy, reproduce, create derivative works of, or distribute the Software Products (or any derivative works thereof, works incorporating the Software Products, or any data produced by the Software), in whole or in part, for (i) any commercial or production purposes, (ii) military purposes, (iii) law enforcement purposes, (iv) migration or border control purposes, (v) purposes of surveillance, including any research or development relating to surveillance, (vi) biometric processing, (vii) identifying or attempting to identify individuals, (viii) in any activity that could lead directly to death, personal injury, or severe physical or environmental damage, (ix) any predictions about sensitive characteristics or behavior related to people, including but not limited to, emotions, sentiment, and age, (x) use with any “always on” models or products that may raise surveillance concerns, (xi) in any manner that infringes, misappropriates, or otherwise violates any third-party rights, or (xii) in any manner that violates any applicable law, including any privacy or security laws, rules, regulations, directives, or governmental requirements (including the General Data Privacy Regulation (Regulation (EU) 2016/679), the California Consumer Privacy Act, and any and all laws governing the processing of biometric information), as well as all amendments and successor laws to any of the foregoing;

b. decompile, disassemble, or reverse-engineer the Software, in whole or in part;

c. alter or remove copyright and other proprietary notices which appear on or in the Software Products;

d. utilize any equipment, device, software, or other means to circumvent or remove any security or protection used by Meta in connection with the Software, or to circumvent or remove any usage restrictions, or to enable functionality disabled by Meta; or

e. offer or impose any terms on the Software Products that alter, restrict, or are inconsistent with the terms of this License.

1. **ATTRIBUTION**

Together with any copies of the Software Products (as well as derivative works thereof or works incorporating the Software Products) that you distribute, you must provide (i) a copy of this License, and (ii) the following attribution notice: “SEER is licensed under SEER license, Copyright (c) Meta Platforms, Inc. All Rights Reserved.”

1. **DISCLAIMERS**

THE SOFTWARE PRODUCTS ARE PROVIDED “AS IS” and “WITH ALL FAULTS” with no warranty OF ANY KIND, express or implied. META EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTERS RELATED TO THE SOFTWARE PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, OR NON-INFRINGEMENT. META MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE PRODUCTS WILL BE ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR PRODUCE ANY PARTICULAR RESULTS.

1. **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL META BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT OR ITS SUBJECT MATTER, EVEN IF META HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. META’S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER WILL NOT EXCEED ONE HUNDRED DOLLARS ($100).

1. **TERMINATION; SURVIVAL**

a. This License will automatically terminate upon any breach by you of the terms of this License.

b. We may terminate this License, in whole or in part, at any time upon notice (including electronic) to you.

c. The following sections survive termination of this License: 2 (Restrictions), 3 (Attribution), 4 (Disclaimers), 5 (Limitation on Liability), 6 (Termination; Survival), 7 (Third Party Materials), 8 (Trademarks), 9 (Applicable Law; Dispute Resolution), and 10 (Miscellaneous).

1. **THIRD PARTY MATERIALS**

The Software Products may contain third-party software or other components (including free and open source software) (all of the foregoing, “**Third Party Materials**”), which are subject to the license terms of the respective third-party licensors. Your dealings or correspondence with third parties and your use of or interaction with any Third Party Materials are solely between you and the third party. Meta does not control or endorse, and makes no representations or warranties regarding, any Third Party Materials, and your access to and use of such Third Party Materials are at your own risk.

1. **TRADEMARKS**

Licensee has not been granted any trademark license as part of this License and may not use any name or mark associated with Meta without the prior written permission of Meta, except to the extent necessary to make the reference required by the “ATTRIBUTION” section of this Agreement.

1. **APPLICABLE LAW; DISPUTE RESOLUTION**

This License will be governed and construed under the laws of the State of California without regard to conflicts of law provisions. Any suit or proceeding arising out of or relating to this License will be brought in the federal or state courts, as applicable, in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of such courts.

1. **MISCELLANEOUS**

If any provision or part of a provision of this License is unlawful, void or unenforceable, that provision or part of the provision is deemed severed from this License, and will not affect the validity and enforceability of any remaining provisions. The failure of Meta to exercise or enforce any right or provision of this License will not operate as a waiver of such right or provision. This License does not confer any third-party beneficiary rights upon any other person or entity. This License, together with the Documentation, contains the entire understanding between you and Meta regarding the subject matter of this License, and supersedes all other written or oral agreements and understandings between you and Meta regarding such subject matter. No change or addition to any provision of this License will be binding unless it is in writing and signed by an authorized representative of both you and Meta.