

## TERMS AND CONDITIONS OF USE

### AI Model Hub License

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  - assessing or recognizing the emotional state of a person;
  - biometric and biometrics-based systems, including categorization of persons based on sensitive characteristics;
  - education and vocational training;
  - employment and workers management;
  - exploitation of the vulnerabilities of persons resulting in harmful behavior;
  - general purpose social scoring;
  - law enforcement;
  - management and operation of critical infrastructure;
  - migration, asylum and border control management;
  - predictive policing;
  - real-time remote biometric identification in public spaces;
  - recommender systems of social media platforms;
  - scraping of facial images (from the internet or otherwise); and/or
  - subliminal manipulation.

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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, QIUC 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 QIUC, 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 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, QIUC 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. QIUC 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 QIUC'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 QIUC. 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 QIUC 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 QIUC.
- 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 QIUC 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 QIUC 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 QIUC 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 QIUC 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 ("UAV") technology; prohibited nuclear, chemical, or biological weapons activities; prohibited supercomputer and semiconductor manufacturing end uses; or for any prohibited military end use or end user. If You are a person or entity located in Belarus, Cambodia, the People's Republic of China, the Russian Federation, Venezuela, or Myanmar, You certify that You are not a "military end-user" as that term is defined in section 744.21 of the EAR. You acknowledge that the foregoing certifications are conditions to Your access to Qualcomm Products. You warrant that neither You, nor Your

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- g. Compliance with Anti-Corruption Laws. You represent and warrant to QulC that, in connection with the transactions

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