

## BrainChip End User License Agreement Hosted on Edge Impulse

This End User License Agreement (this “EULA”) is an agreement between you and BrainChip Ltd. (“Provider”), and governs your use and access of the Brainchip Tools Hosted on Edge Impulse.

### 1. Definitions.

- 1.1. “**Customer Data**” means all data provided or made available by you to Provider.
- 1.2. “**Intellectual Property Rights**” means all inventions, know-how, patents (including originals, divisionals, continuations, continuations-in-part, extensions, utility models and re-issues), patent applications, copyrights (including all related rights and registrations and applications therefor), trade secrets, trademarks, internet domain names, moral rights, and all other proprietary and intellectual property rights.
- 1.3. “**Models**” means the neural network models and software and algorithms made available by Provider.
- 1.4. “**Software Tools**” means any software, tools, files, products or services made available by Provider.
- 1.5. “**Output**” means any files, texts, events or other data sets, and any new models, in each case that are both created by Customer and generated from Customer Data.

### 2. Licenses.

- 2.1. **Models.** Subject to the terms and conditions of this EULA, Provider hereby grants you a non-exclusive, worldwide, non-transferable, sublicensable, royalty-free and limited license to use, reproduce, distribute, copy, create derivative works of, and modify the Models for your business purposes.
- 2.2. **Software Tools.** Subject to the terms and conditions of this EULA, Provider hereby grants you a non-exclusive, worldwide, non-transferable, sublicensable, royalty-free and limited license to use, reproduce, distribute and copy the Software Tools for your business purposes.
- 2.3. **Customer Data.** You hereby grant Provider a non-exclusive, worldwide, transferable and sublicensable (through multiple levels of sublicenses), royalty-free license to use, reproduce, modify, create derivative works, and perform (i) the Customer Data, and (ii) the Output.

### 3. Restrictions.

- 3.1. **Usage Restrictions.** You may not, directly or indirectly, and you will not permit any other person or entity to (a) decompile, reverse engineer, disassemble, or otherwise reduce the Software Tools to a human-perceivable form, (b) copy, modify, network, rent, sell, lease, loan, or distribute the Software Tools, or create derivative works based upon the Software Tools in whole or in part other than as expressly permitted

in writing by Provider, (c) remove any proprietary notices from the Software Tools or Models, (d) use the Software Tools or Models for timesharing purposes or as part of a service bureau, or (e) access or use the Software to (1) send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights, (2) in violation of applicable laws, or (3) to send or store material containing software viruses, worms, Trojan horses, or other harmful computer codes, files, or scripts.

**3.2. Responsible Use.** You will not (and will not permit any other person or entity) to do any of the following or use the Software Tools or Models for any of the following purposes or applications (collectively, “**Prohibited Uses**”):

3.2.1. Military use. “Military use” includes use by any person or entity for any military purpose, including without limitation any project sponsored or paid for by a military organization, as well as for any purpose by a military organization. For purposes of this Agreement, “Military” includes without limitation the U.S. Department of Defense (with the exception of DARPA); U.S. Armed Forces (including the Army, Navy, Marines, Air Force, and Coast Guard); U.S. Department of Homeland Security; U.S. intelligence agencies (including reconnaissance agencies); and all foreign counterparts of the foregoing organizations;

3.2.2. Criminal use. “Criminal use” includes both activities which are prohibited under any applicable law or regulation, as well as activities associated with identifying criminal activity, including uses designed to (alone or in conjunction with other software or hardware) predict the likelihood that a crime has been or may be committed by any person, including, but not limited to, predictive policing, based on a person’s facial attributes or facial and emotion analysis, or using personal data and/or personal characteristics or features such as a person’s name, family name, address, gender, sexual orientation, race, religion, age, location, skin color, political affiliations, employment status and/or history, health and medical conditions or social media and publicly available data;

3.2.3. In any way that violates any applicable national, federal, state, local or international law or regulation;

3.2.4. To exploit, harm or attempt to exploit or harm any person, in any way; or any use that is intended to or which has the effect of exploiting, harming, or attempting to exploit or harm any person;

3.2.5. To generate or disseminate verifiably false information with the purpose of harming others;

3.2.6. To generate or disseminate personal identifiable information that can be used to harm an individual;

- 3.2.7. To generate or disseminate information or content, in any context (e.g. posts, articles, tweets, chatbots or other kinds of automated bots) without expressly and intelligibly disclaiming that the text is machine generated;
- 3.2.8. To defame, disparage or otherwise harass others;
- 3.2.9. To impersonate or attempt to impersonate others;
- 3.2.10. For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- 3.2.11. For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- 3.2.12. Social scoring;
- 3.2.13. To exploit any of the vulnerabilities of a specific group of persons based on their age, disability, economic or social situation, physical or mental characteristics, including without limitation in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- 3.2.14. For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- 3.2.15. Unfair, manipulative or deceptive acts;
- 3.2.16. Generating facial recognition databases by scraping images from the internet or CCTV footage;
- 3.2.17. Biometric categorization system (sensitive characteristics);
- 3.2.18. Real-time remote biometric identification in publicly accessible spaces for law enforcement; and/or
- 3.2.19. Emotion recognition in workplace and education.

**3.3. High-Risk Use Cases.** The following use cases and applications for any Software Tools or Models are considered high-risk (the **"High-Risk Applications"**): (1) biometric identification (not otherwise considered a Prohibited Use); (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 AI system that when deployed, makes, or is a substantial factor in making, a consequential decision. For clarity, if a particular use that is generally described above as a High-Risk Application is also a Prohibited Use or arguably a Prohibited Use, then that use will be deemed a Prohibited Use for purposes of this EULA. We advise against using the Software Tools or Models for or in connection with High-Risk Applications,

including without limitation because the Software Tools and Models are not designed or intended for use in connection with any High Risk Applications. Your use of the Software Tools or Models for any High-Risk Application is at your sole risk and you assume all risk associated with using the Software Tools or Models for High-Risk Applications.

**4. Intellectual Property.**

4.1. **Ownership.** Provider is and will remain the exclusive owner of the Software Tools and Models. You are and will remain the exclusive owner of all Customer Data.

4.2. **Output.** Subject to the licenses granted by you under this EULA, Provider hereby assigns to you, and your successors and assigns, all right, title and interest in and to the Output, including all rights in and to any Intellectual Property Rights embodied in the Output.

5. **Disclaimer.** THE SOFTWARE TOOLS AND MODELS ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER AND EACH OF ITS LICENSEES (INCLUDING WITHOUT LIMITATION EDGEIMPULSE, INC. ("EDGE IMPULSE")) HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY OTHER CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY. PROVIDER AND EACH OF ITS LICENSEES DOES NOT WARRANT THAT THE PLATFORM OR FUNCTIONS CONTAINED IN THE SOFTWARE TOOLS OR MODELS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE TOOLS OR MODELS, OR THE PLATFORM OR SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER AND EACH OF ITS LICENSEES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE TOOLS OR MODELS OR ANY OUTPUT, INCLUDING WITHOUT LIMITATION IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU (AND NOT PROVIDER OR ITS LICENSEES) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION. WITHOUT LIMITING THE FOREGOING, PROVIDER AND EACH OF ITS LICENSEES DOES NOT WARRANT THAT ANY SOFTWARE TOOLS OR MODELS IS OR WILL BE RELIABLE, SECURE, OR ERROR-FREE; THAT IT WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT IT WILL MEET YOUR REQUIREMENTS; THAT NO VIRUSES OR OTHER HARMFUL COMPONENTS ARE PRESENT; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

6. **Limitation of liability.** UNDER NO CIRCUMSTANCES SHALL (A) PROVIDER, EDGE IMPULSE, OR THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND PARENT

COMPANIES AND OTHER AFFILIATES BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS DAMAGES OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE OR RESULT FROM OR ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE TOOLS OR MODELS MADE AVAILABLE ON OR THROUGH THE EDGE IMPULSE PLATFORM; And (B) PROVIDER'S, EDGE IMPULSE'S, AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES' AND PARENT COMPANIES' AND OTHER AFFILIATES' RESPECTIVE AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS EULA EXCEED \$5.00. YOU ACKNOWLEDGE THAT THE TERMS IN THIS SECTION 6 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE.

7. **Indemnity.** If you violate this EULA (including without limitation by using the Software Tools or Models for a Prohibited Use or if you elect to use the Software Tools or Models for or in connection with any High-Risk Applications), then you agree to indemnify, defend, and hold harmless Provider, its licensees (including without limitation Edge Impulse), officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates from any and all demands, losses, liability, claims, actions, proceedings, assessments, damages, or expenses (including without limitation reasonable attorneys' fees), made against Provider, its licensees (including without limitation Edge Impulse) or their respective affiliates by a third party due to, arising out of, or in connection with such violation of this EULA or your use of Software Tools or Models for or in connection with High-Risk Applications.
8. **Governing Law.** This EULA and all matters arising out of or in connection with this EULA shall be governed by and construed in accordance with the substantive laws of the State of California, United States of America without giving effect to any principles or conflicts of law.
9. **Severability.** If any provision of this EULA shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.