

CORTICAL.IO END USER LICENSE AGREEMENT

BY SUBSCRIBING TO USE THE SOFTWARE THROUGH THE AMAZON WEB SERVICES, INC.'S ("AWS") AWS MARKETPLACE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT"). YOU WILL BE REFERRED TO AS THE "CUSTOMER." CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND AGREES TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH CORTICAL.IO, INC. ("CORTICAL.IO"). THE DATE THAT CUSTOMER AGREES TO THIS AGREEMENT IS THE "EFFECTIVE DATE."

1. DEFINITIONS

1.1 "AMI" means an Amazon Marketplace Amazon Machine Image, which is a special type of pre-configured operating system and virtual application software which is used to create a virtual machine within the Amazon Elastic Compute Cloud (EC2).

1.2 "Software" means Cortical.io's natural language processing software product offering, including both the Retina: a multi-lingual database software and related data and one or more language definition corpora and the Cortical.io's Engine for processing text software, in object and binary code form.

1.3 "Service Fees" means the fees set forth on the pricing page on the AWS Marketplace, if any, that Customer is obligated to pay Cortical.io, either directly or indirectly for the use of the Software in accordance with the terms of this Agreement.

1.4 "Semantic Fingerprints" mean the unique semantic representation created by the Software based on Customer's use of the Software.

2. SOFTWARE

2.1 Cortical.io's Obligations. Cortical.io:

a. grants Customer the non-exclusive, non-transferable right to use the Software for the applicable term as set forth in Section 2.2.

b. may from time to time, modify the Software, (e.g. to provide new features, implement new protocols, maintain compatibility with emerging standards or comply with regulatory requirements).

2.2 License to Use Software. Subject to the terms of this Agreement, Cortical.io hereby grants to Customer a non-exclusive, non-transferable, personal license during the Agreement term to access and use the Software for Customer's internal business use and solely on the number of instances of AMI's and for the amount of time for which Customer has paid.

2.3 Customer Restrictions. Customer may not: (i) download the Software outside of the AMI(s); (ii) use the Software for any unlawful, unauthorized, fraudulent or malicious purpose, (iii) modify, adapt, sublicense, translate, or sell the Software or use thereof to any third parties; (iv) reverse engineer, modify, decompile, time share, disassemble or extract any portion of any Software or the software used to provide the Software (except to the limited extent applicable laws specifically prohibit such restriction); (v) bypass any measures Cortical.io may use to prevent or restrict access to the Software or otherwise interfere with any other party's use and enjoyment of the Software; or (vi) use the Software to infringe any intellectual property or other right of any other third party.

3. **PAYMENT TERMS**. Customer agrees to pay the applicable Software Fee and any other additional fees (such as overage fees) based on the pricing that Customer selected in the AWS marketplace.

4. OWNERSHIP AND DATA

4.1 Ownership. The use of the Software is licensed to Customer for use during the term of this Agreement, not sold. There are no implied rights. Cortical.io retains all right, title and interest in and to the Software, and all data generated by the Software, including the copyrights in the Semantic Fingerprints, and all intellectual property rights in any of the foregoing.

4.2 Customer Data. As between Cortical.io's and Customer, Customer shall own all data, information or material that Customer enters into the Software ("Customer Data"). Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer acknowledges and agrees that Cortical.io may use statistical data based on Customer Data as

additional data points together in aggregate form with other statistical information related to the usage, traffic patterns and behavior of the users of the Software to provide and improve its Software and related services to its customers generally.

4.3 Semantic Fingerprints. The Software may generate unique Semantic Fingerprints based on the Customer Data entered into the Software. Subject to the terms of this Agreement, Cortical.io grants to Customer an exclusive, non-transferable, personal and perpetual license to use and reproduce the Semantic Fingerprints generated based on Customer's Data solely for Customer's own personal or business use. No rights are granted hereunder to sell or distribute such Semantic Fingerprints. Distribution licenses may be available under the terms of separate agreement. Customer acknowledges that such license does not prevent Cortical.io from generating similar Semantic Fingerprints for other customers who use data substantially similar to the Customer Data with the Software.

5. TERM AND TERMINATION

5.1 Term. The initial term of Agreement shall commence upon the Effective Date and shall continue for the number of months or hours for which Customer has paid. Customer may terminate this Agreement at any time by ceasing use of the Software.

5.2 Termination and Suspension. This Agreement may be terminated by either party for cause immediately by written notice upon the occurrence of any of the following events: (a) if the other ceases to do business; (b) if the other breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice from the non-breaching party specifying the nature of the breach in reasonable detail; or (c) if the other becomes insolvent or seeks protection under any bankruptcy, receivership, trust, deed, creditor's arrangement, or comparable proceeding, or if any such proceeding is instituted against the other and not dismissed within sixty (60) days. In addition to other rights and remedies it may have, Cortical.io, without liability to Customer, reserves the right to suspend the use of the Software if Cortical.io reasonably suspects that Customer's use of the Software is for an illegal activity, outside the scope of the license or otherwise in breach of this Agreement or causing immediate, material and ongoing harm to Cortical.io or others. Additionally, Customer acknowledges and agrees that AWS may terminate Customer's rights to use the Software and/or Customer's AWS account in accordance with the terms of the AWS Customer Agreement and in such event, Customer's license to use the Software will immediately terminate. Customer agrees that Cortical.io shall not be liable to Customer nor to any third party for any suspension or termination of the Software under such circumstances as described in this Section. The license rights to use and reproduce the Semantic Fingerprints granted under Section 4.3 above shall survive the termination of this Agreement.

5.3 Other Termination by Cortical.io. If Cortical.io determines that a law or regulatory action prohibits, substantially impairs or makes impractical the provision of any Software, Cortical.io may, at its option, upon written notice to Customer and without liability, terminate the Software, or modify the affected Software, or the terms and conditions applicable to such Software, in order to conform to such law or action.

5.4 Effect of Termination. Upon termination or expiration of this Agreement, Cortical.io shall cease providing support for the Software hereunder.

5.5 Survival. Sections 2.3, 4.1, 4.2, 5.4, 5.5, 6, 7, 8 and 10 shall survive the expiration or termination of this Agreement.

6. WARRANTY DISCLAIMER

THE SOFTWARE PROVIDED TO CUSTOMER HEREUNDER IS PROVIDED ON AN "AS IS" BASIS, AND CORTICAL.IO AND ITS SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT MIGHT ARISE FROM THE COURSE OF DEALING, USAGE OR TRADE PRACTICE. NO ADVICE OR INFORMATION PROVIDED BY CORTICAL.IO WILL CREATE A WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ANY AND ALL RISK ARISING FROM CUSTOMER'S USE OF, OR INABILITY TO USE, THE SOFTWARE OR ANY PRODUCT OF THE SOFTWARE, SUCH AS SEMANTIC FINGERPRINTS. CORTICAL.IO SHALL HAVE NO RESPONSIBILITY FOR LOSS OF DATA OR INABILITY TO USE THE SOFTWARE DUE TO THE ACTS OR OMISSIONS OF AWS. Any support services for the Software must be purchased separately and directly from Cortical.io.

7. INDEMNIFICATION

7.1 Indemnity by Cortical.io. Cortical.io agrees to defend any claim against Customer alleging that the Software, when used in accordance with this Agreement, infringes any United States patent, copyright or trade secret, and to pay any final judgment rendered on such claim, provided Customer gives Cortical.io prompt notice of the claim, allows Cortical.io control of the defense or settlement of the claim, and fully cooperates with Cortical.io in such defense or settlement, provided that no settlement shall be made without Customer's prior written consent and further provided that Customer may participate in the defense thereof with counsel of its own choosing and at its own expense. The foregoing obligations will not apply to claims related to or arising from (a) modifications to the Software made other than by or for Cortical.io, (b) use of Software other than as intended by Cortical.io, or (c) any combination of the Software with any product, service or software not supplied by Cortical.io if the claim would not have arisen but for the combination. If the Software or the software used by Cortical.io to provide the Software becomes, or in Cortical.io's opinion is likely to become, the subject of an infringement claim, Cortical.io may: (i) obtain for Customer the right to continue using the Software; (ii) modify the Software in order to avoid the claim of infringement; or (iii) if in Cortical.io's opinion neither (i) nor (ii) is commercially reasonable, terminate the Software on thirty (30) days prior written notice. This Section states Cortical.io's sole liability and Customer's sole remedy for any damages arising in connection with any claim of infringement or misappropriation by the Software, or the software used to provide the Software, of any third party intellectual property rights.

7.2 Indemnity by Customer. Customer agrees to defend any third party claim against Cortical.io alleging or relating to any Customer business practice, Customer Data, or use of the Software which is in violation of any law, rule, or regulatory action, breaches this Agreement or infringes any intellectual property or other right of any third party. Customer to pay any final non-appealable judgment rendered on such claim, provided Cortical.io gives Customer prompt notice of the claim. Cortical.io reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will assist and cooperate with Cortical.io in asserting any available defenses.

8. LIMITATION OF LIABILITY

8.1 No Liability for Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR A BREACH OF SECTION 4 BY CUSTOMER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE LIMITATIONS ON LIABILITY AND TYPES OF DAMAGES STATED IN THIS SECTION APPLY, REGARDLESS OF THE FORM OF ANY LAWSUIT OR CLAIM EITHER PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to Customer, some or all of the above disclaimers, exclusions, or limitations may not apply to Customer, and Customer might have additional rights.

8.2 Direct Damages. EXCEPT FOR A BREACH OF SECTION 4 BY CUSTOMER OR CUSTOMER'S PAYMENT OBLIGATIONS OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY'S TOTAL, AGGREGATE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00) AND THE AMOUNTS PAID AND PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. EACH PARTIES OBLIGATIONS WITH RESPECT TO INDEMNIFICATION UNDER SECTION 7 SHALL BE LIMITED IN THE AGGREGATE TO THE GREATER OF (i) TWO HUNDRED THOUSAND DOLLARS (\$200,000) AND (ii) FIVE (5) TIMES THE AMOUNTS PAID AND PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

9. GENERAL PROVISIONS

9.1 Force Majeure. Cortical.io shall not be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of Cortical.io or its contractors, agents or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, earthquakes, natural or other disasters.

9.2 Waiver/Severability. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

9.3 Relationship. Cortical.io and Customer are independent contractors and nothing in this Agreement shall be construed to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking.

9.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect.

9.5 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements wholly executed and wholly performed therein, excluding its choice of law rules based upon the jurisdiction of any legal action or proceeding. Any legal action or proceeding brought by either party against the other arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the counties of San Francisco, California, and the parties hereby consent to the *in personam* jurisdiction and venue of said courts in which such matter is first filed. In any legal action or proceeding brought under this Agreement, the prevailing party will be entitled to recover its attorneys' fees and costs. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this transaction.

9.6 Entire Agreement. This Agreement sets forth the entire understanding and agreement between Customer and Cortical.io and supersedes all prior or contemporaneous agreements regarding its subject matter. Any different or additional terms preprinted on any Customer purchase order or similar document are hereby rejected, notwithstanding any terms set forth therein to the contrary.

9.7 Changes. This Agreement may be changed, modified, supplemented or updated by Cortical.io from time to time. If Cortical.io makes a material change to this Agreement that will affect an existing license, Cortical.io will notify Customer 30 days in advance. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Cortical.io at licensing@cortical.io within thirty (30) days after receiving notice of the change. If Customer notifies Cortical.io as required, then Customer will remain governed by this Agreement in effect immediately prior to the change until the end of Customer's current license term. If the license is renewed, it will be renewed under Cortical.io's then current Agreement.