

# SOFTWARE LICENSE AGREEMENT

REV: September 17, 2024

By downloading or using the Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this Software License Agreement.

## 1 License Grant

Perforated AI, Inc. (the “Licensor”) grants you (the “Licensee”) a non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance with the terms and conditions of this Software License Agreement (the “License”). The License permits installation and use of the Software on one or more computer systems provided the Software is solely accessible to the Licensee.

## 2 Free vs. Paid Software

This Agreement applies to both the free version of the Software (the “Free Version”) and paid versions of the Software (the “Paid Version”). Where different terms apply to the Free Version versus the Paid Version they are specifically noted in this License. The Licensee understands that the Free Version may have limited functionality. Access to premium features or enhanced functionality in the Paid Version requires paying a License Fee for each individual user and each application of the Software. For the Paid Version, the Licensee agrees to comply with the requirements of paying the License Fee on a per-user and per-application basis. The License Fee is set forth on the Website. The Licensor may, from time to time, modify the features included in the Free Version or Paid Version of the Software.

The Software is available for download at perforatedai.com (the “Website”) which sets forth additional terms including the features of the Free Version and the Paid Version, the License Fee (for the Paid Version), and the License Term. The additional terms are part of this License.

## 3 The Software and Ownership

The Software means the (i) object code form only made available for authorized download by the Licensee; (ii) the License File, defined below; (iii) any updates, upgrades, patches, or bug fixes made available to the Licensee, and (iv) any documentation provided with the download. The version of the Software made available for download will depend on whether the Licensee has chosen the Free Version or the Paid Version of the Software.

The Software consists solely of Python code compiled using the Cython compiler. The Software exclusively utilizes the 'torch', 'torchvision', 'matplotlib', 'pandas', 'rsa', and 'pyyaml' repositories (the “Repositories”). The Licensee represents that it has agreed to the respective licenses of the Repositories.

The Licensee acknowledges and agrees that the Licensor is the sole owner of the Software. The Licensee acknowledges that no title or ownership rights in the Software are transferred by this License. For avoidance of doubt, this License does not create for Licensor any right, title, or interest in Licensee’s property.

## 4 Term and Termination

This License is for the License Term specified on the Website at the time the Licensee accepts this License. The License Term begins when the Licensor sends to the Licensee a License Key needed to use the Software. If no License Term is specified on the Website, the License Term

shall be 30 days. The Licensee may terminate the License by discontinuing the use of the Software, uninstalling and destroying all copies. For the Free Version, the Licensor may terminate the License upon notice to the Licensee via the contact information provided. This License shall terminate immediately if the Licensee breaches any terms of this Agreement.

The Licensor may, but is not required, to offer the Licensee the option to extend the License Term as set forth on the Website.

At the expiration or termination of this License the Licensee shall cease use of the Software and destroy all copies.

## **5 License File**

Upon acceptance of this License the Licensee will be provided with a license file (the "License File") containing necessary data to enable the Software to operate in accordance with the terms of this License. The License File is part of the Software and is subject to this License. The Licensee agrees to use the License File solely to activate and use the Software in compliance with this License and not to share the License File with any unauthorized user.

## **6 Permitted Use**

The Licensee may download, install, and use the Software for personal, academic, or business purposes in accordance with the documentation. The Licensee shall only permit the authorized user to use the Software, shall not allow a third party to use the Software and shall not provide the installation files or License File for the Software to a third party ("Unauthorized Sharing"). The Licensee shall be solely liable for any Unauthorized Sharing.

## **7 Restrictions**

The Licensee shall not (i) modify, adapt, translate, or create derivative works of the Software; (ii) reverse-engineer, decompile, or disassemble the Software (collectively "Reverse Engineering"); (iii) remove or alter any copyright, trademark, or other proprietary notices on the Software; (iv) use the Software in any manner that violates applicable laws or regulations; (v) use the Software in any manner that violates the terms of this License. If enforcement of (ii) is prohibited by applicable law, the Licensee may engage in Reverse Engineering solely to obtain information necessary to achieve interoperability with the Software, or as otherwise permitted by applicable law, but only if (I) Reverse Engineering is strictly necessary to obtain such information; and (II) the Licensee first requested such information from the Licensor, and the Licensor failed to make such information available under reasonable terms. A breach of this clause shall entitle the Licensor to terminate the License and seek injunctive relief and any other available remedy.

## **8 Patent Rights**

The Licensee recognizes that the Software is protected by one or more U.S. and/or foreign patents. The Licensee agrees not to, directly or indirectly, use the Software to circumvent, attempt to circumvent, or research circumvention of the Licensee's patent rights. A breach of this clause shall entitle the Licensor to terminate the License and seek injunctive relief and any other available remedy.

## **9 Free Version - Disclaimer**

*This section applies only to the Free Version of the Software.*

THE SOFTWARE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE LICENSOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

#### **10 Paid Version – Limited Warranty & Limit of Liability**

*This section applies only to the Paid Version of the Software.*

The Licensor warrants that the Software will substantially perform in accordance with its documentation and be free from material errors that prevent it from functioning as intended. If the Licensee identifies and reports to the Licensor a material error in the Software (a “Warranty Claim”), the Licensor will, at its sole discretion, either provide a correction or a workaround. To report a Warranty Claim the Licensee shall email the Licensor at [Rorry@perforatedai.com](mailto:Rorry@perforatedai.com) and provide proof of purchase. The Licensor may, in its sole discretion, extend the License Term in connection with such Warranty Claim. If the Licensor, after being given a reasonable opportunity to correct the material errors, is unable to provide a correction or workaround, the Licensee may request a refund. In such case, the Licensor will, in its sole discretion, refund the Licensee the pro-rata portion of the License Fee based on the remaining portion of the License Term at the time the Licensee notified the Licensor of the warranty claim. A full refund of the License Fee will be provided if the Warranty Claim was made within the first 30 days’ of this License, provided that the Licensee had not in the prior year been a licensee of a Paid Version of the Software (including earlier releases). A refund payment under this clause shall terminate this License.

EXCEPT AS PROVIDED FOR HEREIN, AND TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE LICENSOR, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE, THE SOFTWARE, OR THE USE OR INABILITY TO USE THE SOFTWARE, IN AN AMOUNT EXCEEDING THE TOTAL LICENSE FEES PAID BY THE LICENSEE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL THE LICENSOR, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOSS OF OR UNAUTHORIZED ACCESS

TO DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. The limitations set forth in this section do not apply to the extent they are prohibited by applicable law.

**11 Governing Law**

This License shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. The Parties hereby consent to the jurisdiction of and venue in the Court of Common Pleas of Allegheny County, Pennsylvania, and the United States District Court located in Pittsburgh, Pennsylvania, with respect to any and all disputes concerning the subject matter of this License.

**12 Severability**

If any provision of this License is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, so that the remainder of this License shall remain in full force and effect.

**13 Free Version - Modifications to Agreement**

*This section applies only to the Free Version of the Software.*

The Licensor reserves the right to modify the terms of this License and the Privacy Policy at any time. Such modifications will be communicated via the contact information provided by the Licensee and will be effective upon transmission of such notification or posting of the updated License on the Website. Continued use of the Free Version constitutes acceptance of the modified terms.

**14 Entire Agreement**

This License constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings regarding its subject matter. Except as otherwise provided herein, any modifications to this License must be in writing and signed by both parties.