

Tensor Networks' SARAHAI Platform and AI Ramp System License Agreement

Tensor Networks is willing to authorize your access to software associated with this License Agreement ("Agreement") only upon the condition that you accept that this Agreement governs your use of the software. By selecting the "Accept License Agreement" button or box (or the equivalent) or installing or using the Programs you indicate your acceptance of this Agreement and your agreement, as an authorized representative of your company or organization (if being acquired for use by an entity) or as an individual, to comply with the license terms that apply to the software that you wish to download and access. If you are not willing to be bound by this Agreement, do not select the "Accept License Agreement" button or box (or the equivalent) and do not download, install or access the software.

Definitions

"Tensor Networks" refers to Tensor Networks, Inc. "you" and "your" refers to (a) a company or organization (each an "Entity") accessing the Programs, if use of the Programs will be on behalf of such Entity; or (b) an individual accessing the Programs, if use of the Programs will not be on behalf of an Entity. "Contractors" refers to your agents and contractors (including, without limitation, outsourcers). "Program(s)" refers to Tensor Networks software provided by Tensor Networks pursuant to this Agreement and any updates, error corrections, and/or Program Documentation provided by Tensor Networks. "Program Documentation" refers to Program user manuals and Program installation manuals, if any. If available, Program Documentation may be delivered with the Programs and/or may be accessed from www.tensornetworks.com "Separate Terms" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third-Party Technology. "Separately Licensed Third-Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

License Rights and Restrictions

Tensor Networks grants you a nonexclusive, non-transferable, limited license to internally use the Programs, subject to the restrictions stated in this Agreement, only for the purpose of developing, testing, prototyping, and demonstrating your application and only if your application has not been used for any data processing, business, commercial, or production purposes, and not for any other purpose. You may allow your Contractor(s) to use the Programs, provided they are acting on your behalf to exercise license rights granted in this Agreement and further if you are responsible for their compliance with this Agreement in such use. You will have a written agreement with your Contractor(s) that limits their right to use the Programs and that otherwise protects Tensor Networks' intellectual property rights to the same extent as this Agreement. You may make copies of the Programs to the extent necessary to exercise the license rights granted in this Agreement. You may make one copy of the Programs for backup purposes.

Further, you may not:

- remove or modify any Program markings or any notice of Tensor Networks or a licensor's proprietary rights.
- make the Programs available in any manner to any third party (other than Contractors acting on your behalf as set forth in this Agreement);
- use the Programs to provide third party training.
- assign this Agreement or distribute, give, or transfer the Programs or an interest in them to any third party, except as expressly permitted in this Agreement for Contractors (the foregoing shall not be construed to limit the rights You may otherwise have with respect to Separately Licensed Third-Party Technology);

- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs; and
- disclose results of any Program benchmark tests without Tensor Networks' prior consent.

The Programs may contain source code that, unless expressly licensed in this Agreement for other purposes (for example, licensed under an open-source license), is provided solely for reference purposes pursuant to the terms of this Agreement and may not be modified.

All rights not expressly granted in this Agreement are reserved by Tensor Networks. **If you want to use the Programs or your application for any purpose other than as expressly permitted under this Agreement, you must obtain from Tensor Networks or a Tensor Networks reseller a valid Programs license under a separate agreement permitting such use.** However, you acknowledge that the Programs may not be intended for production use and/or Tensor Networks may not make a version of the Programs available for production or other purposes; any development or other work you undertake with the Programs is at your sole risk.

Ownership

Tensor Networks or its licensors retain all ownership and intellectual property rights to the Programs.

Third-Party Technology

The Programs may contain or require the use of third-party technology that is provided with the Programs. Tensor Networks may provide certain notices to you in Program Documentation, readmes or notice files in connection with such third-party technology. Third party technology will be licensed to you either under the terms of this Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third-Party Technology under Separate Terms are not restricted in any way by this Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third-Party Technology shall be deemed part of the Programs and is licensed to you under the terms of this Agreement.

Source Code for Open-Source Software

For software that you receive from Tensor Networks in binary form that is licensed under an open-source license that gives you the right to receive the source code for that binary, you can obtain a copy of the applicable source code by contacting Tensor Networks.

Export Controls

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Programs. You agree that such export control laws govern your use of the Programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from Programs or services (or direct products thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Accordingly, you confirm:

- You will not download, provide, make available or otherwise export or re-export the Programs, directly or indirectly, to countries prohibited by applicable laws and regulations nor to citizens, nationals, or residents of those countries.
- You are not listed on the United States Department of Treasury lists of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, and Specially Designated Narcotics Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders.

- You will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above-mentioned lists.
- You will not use the Programs for and will not allow the Programs to be used for, any purposes prohibited by applicable law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction.

Information Collection

The Programs' installation and/or auto-update processes, if any, may transmit a limited amount of data to Tensor Networks or its service provider about those processes to help Tensor Networks understand and optimize them. Tensor Networks does not associate the data with personally identifiable information.

Disclaimer of Warranties; Limitation of Liability

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Tensor Networks FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

IN NO EVENT WILL Tensor Networks BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF Tensor Networks HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Tensor Networks' ENTIRE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

No Technical Support

Unless Tensor Networks support for the Programs, if any, is expressly included in a separate, current support agreement between you and Tensor Networks, Tensor Networks' technical support organization will not provide technical support, phone support, or updates to you for the Programs provided under this Agreement.

Audit; Termination

Tensor Networks may audit your use of the Programs. You may terminate this Agreement by destroying all copies of the Programs. This Agreement shall automatically terminate without notice if you fail to comply with any of the terms of this Agreement, in which case you shall promptly destroy all copies of the Programs.

Relationship Between the Parties

Tensor Networks is an independent contractor, and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally like the other party's products, so long as proprietary information of the other party is not included in such software.

Entire Agreement; Governing Law

You agree that this Agreement is the complete agreement for the Programs and this Agreement supersedes all prior or contemporaneous agreements or representations, including any clickwrap, shrink-wrap or similar licenses, or license agreements for prior versions of the Programs. This Agreement may not be modified, and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Tensor Networks. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

This Agreement is governed by the substantive and procedural laws of the State of California, USA, and you and Tensor Networks agree to submit to the exclusive authority of, and venue in, the courts of Santa Clara County in California in any dispute arising out of or relating to this Agreement.

Notices

Should you have any questions concerning this License Agreement, or if you desire to contact Tensor Networks for any reason, please write to us at:

Tensor Networks, Inc

1289 Reamwood Ave, Ste G

Sunnyvale, CA 94089

Or visit us at: www.tensornetworks.com