

## TERMS AND CONDITIONS OF USE

### *AI Model Efficiency Toolkit*

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  - a. QIUC has devoted significant resources to the development of the Software and the Software contains trade secret information of QIUC, therefore You shall not, nor assist any third party to, take apart, reverse engineer, reverse assemble, decompile or disassemble the Software delivered in object code or compiled format.
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4. **COVENANT NOT TO ASSERT.** You hereby agree that neither You nor any of your Affiliates, will assert any action for the infringement of Your or any of Your Affiliates' intellectual property rights against QIUC or its Affiliates for making (or having made), importing, using, selling, licensing or otherwise disposing of the Software provided hereunder.
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8. **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, QulC 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 Documentation and the license granted to You in this Agreement shall terminate immediately.

9. **INDEMNIFICATION.**

- a. You agree to defend, indemnify and hold QulC, 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 result from or relate to Your use of the Software.
- b. If any third party asserts a claim or initiates an action against an Indemnified Party for which You are responsible under this Section, QulC 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. QulC 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 QulC'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.

10. **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 QulC. 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 ab initio.
- b. Entire Agreement: Modifications. This Agreement constitutes the entire agreement and understanding between You and QulC 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 QulC.
- 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 QulC 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 QulC to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- f. Government End Users. If You are acting on behalf of an agency or instrumentality of the U. S. government, the Software and Documentation, as applicable, are "commercial computer software"

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- h. Compliance with Anti-Corruption Laws. You represent and warrant that You, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving both Parties, and everyone acting on Your behalf, (A) will comply with and will not violate any applicable anti-corruption law or applicable international anti-corruption standards, or applicable anti-tax evasion measures, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Part 3 of the UK Criminal Finances Act, and the Brazil Clean Company Act in connection with the services it has agreed to perform under this Agreement and (B) shall have adequate procedures and policies as required by such measure. You represent and warrant that You have not, and covenant and agree that You will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving both Parties, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.
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any third party license included in the Notice File, this Agreement shall control except as otherwise expressly provided for in the Notice File.

- j. Survival. The following Sections of this Agreement survive any expiration or termination of this Agreement: 2 (License

Restrictions), 3 (Ownership), 4 (Covenant Not to Assert), 5 (Suggestions), 6 (Warranty), 7 (Limitation of Liability), 8 (Term and Termination), 9 (Indemnity) and 10 (General).

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