



**SYNAPTIC**  
LABORATORIES LTD.

**Benjamin Gittins**  
Chief Technical Officer  
b.gittins@synaptic-labs.com  
Tel: +995 551 026 588

**Synaptic Laboratories Ltd.**  
Company ID 41272593  
www.synaptic-labs.com  
info@synaptic-labs.com

## Definitions and Extended Terms and Conditions (the 'Extended Terms')

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P.10.2 PRODUCT IS PROVIDED TO LICENSEE 'AS IS', WITH ALL FAULTS, WITH NO WARRANTY, AND WITH DISCLAIMER OF WARRANTY

P.10.3 SLL and Licensee agree that SLL does not have access to all of the safety, security and functional requirements of the Licensee's Licensed End Products, or those of ultimate end users of the Licensed End Products, or how the Licensee will use and apply the Licensed Product in Licensee's intended R&D or production Use in the Licensed End Products, or all information about the ultimate use and application of the Licensee's own Licensed End Products.

P.10.4 Disclaimer of Warranties. SLL makes, and the Licensee receives from SLL, no warranties of any kind, and no warranties will apply on, the Confidential Information, Licensed Product, Third Party Materials, Open Source Software or any Support, service, advice, or assistance furnished under this Agreement, whether oral, written, express, implied, statutory, or in any other Provision of this Agreement or communication with Licensee. SLL specifically disclaims any implied warranty of merchantability, satisfactory quality, title, non-infringement, or fitness for a particular purpose. No implied warranty arising from course of dealing or course of performance or usage in trade will apply. SLL does not warrant that the functions in the Licensed Product will meet Your requirements. SLL does not warrant that the operation of the Product by Licensee will be uninterrupted or fault and error free. SLL does not make any representations regarding the Use of the Licensed Product for accuracy, reliability, or otherwise. SLL expressly disclaims all warranties not expressly stated in this Agreement. No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for Use or performance of the Licensed Product, whether made by SLL employees or otherwise, shall be deemed to be a warranty for any purpose or give rise to any liability of SLL whatsoever. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to You but shall be interpreted to apply to the maximum extent permissible under applicable law. If Your jurisdiction does not permit the exclusion of implied warranties, then the Provisions of P.10.5 for defects and nonconformance shall apply and Your sole remedy and SLL's obligations are restricted to those set out in P.10.5(i) and P.10.5(ii).

P.10.5 In respect of any maintenance and Support or updates, upgrades and the delivery of new versions that may be specified in a Quote and purchased by Licensee, Licensee's rights in case of defects or Product nonconformance to Specifications are personal to You, and are not transferable to Your affiliates, subsidiaries, end-user customers or to any third party, and shall be limited to the new features of the update, upgrade or new version compared to the previous version release. In the case of defects or if the Licensed Product does not materially conform to its Specifications, then You agree to promptly notify SLL in writing of such alleged defect or nonconformance, and provide sufficient details or evidence to allow SLL to reproduce the alleged defect or nonconformance. SLL shall have no obligation to remedy any nonconformance or defect it cannot replicate. During the Period of the License for which the Licensee has purchased any of support, maintenance, or updates, upgrades and the delivery of new versions, SLL may, at SLL's sole option: (i) replace any defective or nonconforming Licensed Product provided the Licensee demonstrates adequate proof of purchase; or (ii) if SLL is unable to remedy the defect or nonconformance after reasonable commercial efforts that are measured in the

context of the total annual fees paid by You for the Licensed Product, SLL may elect to refund to You the license fee actually paid for the Licensed Product during the previous twelve (12) months. Any replacement Licensed Product provided under P.10.5(i) will continue to be subject to the Provisions of P.10.5 for the remainder of the original Period as specified in the Quote or thirty (30) days, whichever is longer. Your sole remedy, and SLL's sole obligation with regards to defects and nonconformity under this P.10.5 shall be replacement or the refund specified in P.10.5(i) and P.10.5(ii) above. If SLL refunds the license fee in accordance with P.10.5(ii) above, Your license and any rights granted to You under this Agreement will terminate immediately, and You agree to irrevocably destroy the nonconforming Licensed Product including any copies thereof and portions thereof incorporated into a Licensee's design or product, and certify in writing of its destruction to SLL.

P.10.6 The foregoing SLL obligations regarding conformity with Specifications and defects in P.10.5 extends only to the Licensed Product in the form delivered by SLL to You, and not to any: (a) modifications not made by SLL; (b) misuse, abuse, or Use of the Licensed Product outside its intended and authorized purpose and/or Target Application; (c) failure to Use Supported Device/s as set forth in the License Credential/s and Quote/s; (d) failure to connect fault-free compatible software and/or hardware with the Licensed Product; or (e) Third Party Materials.

P.10.7 Licensee expressly acknowledges and agrees that Use of the Product is at its sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with Licensee, and the Licensed Product from SLL is provided "as is", with all faults and without warranty of any kind.

P.10.8 Except and to the extent otherwise provided under this Agreement, You assume the entire risk as to the quality and performance of the Licensed Product and any design or product in which the Licensed Product may be Used, including, without limitation, any of the Licensed End Products.

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## 11. Provisions about limitation of liability and mission-critical applications

P.11.1 Licensee agrees that SLL's liability under this Agreement, under any legal theory and regardless of the form of action, (whether in tort, contract or otherwise), including any liability for any loss or damages directly or indirectly suffered by Licensee relating to the Licensed Product, shall in no event exceed the price of the License of the SLL Products paid by Licensee. In no event will SLL be liable for costs of replacement of substitute products or services, lost profits, or any special, indirect, consequential, or incidental damages, however caused and on any theory of liability, arising in any way out of this Agreement. These limitations shall apply even if SLL has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy provided herein. In the context of commercial Use of the Licensed Product if that is permitted under this Agreement for example under an R&D or Production License Type, then Licensee acknowledges that a Free Trial license and one or more free reference projects were first offered to the Licensee for the purposes of Licensed Product evaluation, for Product suitability analysis, and for all such due diligence checking by the Licensee as the Licensee deemed necessary and appropriate, and this allocation of risk reflects this fact. This limitation of liability is cumulative and not per incident; the existence of more than one claim will not increase the limit.

P.11.2 You understand and agree that the Licensed Product may be function-time, or clock cycle limited, and therefore You acknowledge and agree that in no event will SLL be held liable for any damages, losses, costs, liabilities or expenses to You or to any third party arising from or relating to the automatic disabling of any Licensed Product functions.

P.11.3 No Indirect Damages. To the maximum extent permitted by applicable law, under no circumstances will SLL be liable to You or to any third party for any indirect, consequential, incidental, punitive, or special damages of any kind or nature including but not limited to loss of profits, loss or inaccuracy of data, loss of Use, costs of procurement of substitute goods or services in connection with the subject matter of the Agreement or Use of the Licensed Product, in whole or in part, under any theory of liability, even if such losses were reasonably foreseeable or SLL has been advised of the possibility of occurrence of such damages.

P.11.4 Damages and Indemnity Cap. In no event shall SLL's total aggregate liability under this Agreement exceed the license fee actually paid by You to SLL for the specific license giving rise to the claim for the preceding one (1) year period.

P.11.5 Failure of Essential Purpose. Without limiting the foregoing, it is expressly understood and agreed by the Parties hereto that each and every Provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or exclusion of damages is intended by the Parties to be severable and independent of any other such Provision. Further, in the event that any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages shall remain in effect, to the maximum effect permitted by applicable law.

P.11.6 In no event shall SLL be liable under any legal theory, whether in tort, contract, or otherwise: (a) for any lost profits, lost revenue, or lost or interruption of business; (b) for any loss of or damages to other software or data; or (c) for any incidental, indirect, consequential, or special damages relating to this Agreement or the subject matter hereof, including but not limited to the Use, support, operation, or failure of the Licensed Product/s, whether or not foreseeable and even if SLL has been advised of the possibility of such liability and damages.

P.11.7 Hazardous Applications and Uses. THE LICENSED PRODUCT IS NOT INTENDED OR DESIGNED TO BE FAIL-SAFE FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE OR FOR USE IN ANY MISSION CRITICAL APPLICATION, such as life support, safety or medical device systems, nuclear facilities, or any other applications that could lead to death, personal injury, or severe property or environmental damage (collectively, "hazardous applications"). THE LICENSED PRODUCT IS ALSO NOT DESIGNED OR INTENDED FOR USE WITH ANY APPLICATIONS THAT CONTROL VEHICLES OR AIRCRAFT. You agree that prior to Using or distributing any systems developed by Use of the Licensed Product or that incorporate a portion of the Licensed Product, to thoroughly test such systems for safety purposes. To the maximum extent permitted by applicable law, YOU ASSUME ALL RISK AND LIABILITY FOR ANY HAZARDOUS APPLICATIONS AND USES IN APPLICATIONS THAT CONTROL VEHICLES OR AIRCRAFT.

P.11.8 SLL is willing to enter into this Agreement only in consideration of and in reliance of the Provisions contained herein limiting SLL's exposure to liability. Such Provisions constitute an essential part of the bargain underlying this Agreement and have been reflected in the consideration hereto. You understand and agree that SLL would not have entered into this Agreement without these Provisions limiting SLL's exposure to liability. The Parties understand and agree that the providing of Free Trial license/s and the amount of license fees paid and the exclusion of warranties, limitation of liability, and the limitation of remedies allocate risks between the Parties as authorized under applicable law.

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## 12. General Provisions

P.12.1 This Agreement is entered into for the benefit of SLL, its licensors, and all rights granted to You, Your Users, and Authorized Contractors, and Your obligations owed to SLL, shall be enforceable by SLL.

P.12.2 You agree to keep complete and accurate books and records which confirm Your compliance with the Provisions of this Agreement.

P.12.3 The article headings throughout this Agreement are for reference purposes only and the words contained therein shall not be construed as a substantial part of this Agreement and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the Provisions of this Agreement.

P.12.4 Governing Law/Venue. This Agreement will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles.

P.12.5 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.

P.12.6 Dispute resolution. All disputes arising out of or related to this Agreement will be (i) subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting in that State. Each Party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes. Alternatively, (ii) but only if the Parties so determine by mutual agreement committed to writing and signed by both Parties, disputes arising out of or related to this Agreement may be settled without recourse to legal proceedings. If the dispute could not be resolved through amicable resolution within 30 (thirty) days beginning with the written mutual agreement to seek an amicable resolution, then by mutual agreement the Parties may further elect to negotiate the dispute by arbitration in accordance with the Rules of the Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules, unless the Parties agree on a single arbitrator. The seat of any arbitration shall be Dover, Delaware, or such other seat as may be determined by mutual agreement between the Parties. The language to be used in any arbitration proceedings shall be English. With respect to taking evidence, the IBA Rules on the Taking of Evidence in International Arbitration 2010 shall apply. Confidentiality shall be agreed on the cause, process and outcome of any arbitration. If the Parties cannot reach mutual agreement at any point then P.12.6(i) applies.

P.12.7 The failure of either Party to enforce at any time any of the Provisions of this Agreement, or the failure to require at any time the Provisions of this Agreement to be complied with, shall in no way be construed to be a present or future waiver of such Provisions, nor in any way affect the right of either Party to enforce each and every such provision thereafter. A waiver shall only be binding upon a Party when executed in writing by an authorised representative of that Party. The express waiver by either Party of any Provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such Provision, condition or requirement.

P.12.8 This Agreement, including its associated License Credential/s and any associated Quote/s which are incorporated herein, constitute the complete and entire Agreement between You and SLL pertaining to the subject matter hereof. All text must be considered together, and be accepted as forming one complete Agreement. All prior or contemporaneous agreements, publications, negotiations, discussions and understandings, collateral or otherwise, written or oral, between the Parties relating thereto are merged into and superseded by this Agreement. The execution of this Agreement has not been induced by, nor does either Party rely upon or regard as material, any representations, warranties, conditions or other agreements not expressly made in this Agreement. No entity or person not a Party hereto shall have any interest under this Agreement, or be deemed to be a third party beneficiary thereof.

P.12.9 Modifications can be made to this Agreement by mutual agreement between the Parties through any of the following methods: (a) SLL issues a License Credential to You and You Use that Credential to demonstrate acceptance of any new Provisions contained in that further License Credential; or (b) SLL issues at Your request a Quote and You subsequently accept that Quote in writing or through SLL's online License Assistant; or (c) in written form that is duly signed by authorised representatives of both Parties.

P.12.10 Licensee may not assign its rights or obligations under this Agreement without the prior written consent of SLL. This Agreement shall endure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

P.12.11 If the whole or any part of a Provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed from this Agreement for that jurisdiction only. The remainder of this Agreement has full force and effect and the validity or enforceability of that Provision in any other jurisdiction is not affected.

P.12.12 Nothing contained in this Agreement shall be deemed to constitute a Party or any of its directors, officers, employees, representatives, or agents the partner, agent, franchisee, or legal representative of the other Party or to create any fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall confer on a Party or any of its representatives any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other Party.

P.12.13 No Party shall be deemed in default hereunder or liable for any loss or damage resulting from delays

in performance or from failure to perform or comply with the Provisions of this Agreement due to any causes beyond its reasonable control, which causes include but are not limited to acts of God or the public enemy, riots and insurrections, war, terrorism, accidents, fire, strikes and other labor difficulties (whether or not the Party is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, acts of civil or military authorities.

P.12.14 Notwithstanding anything in this Agreement to the contrary, You agree that SLL may disclose Your identity by name and address and contact information, and identify the Licensed Product licensed to You, to the extent required by SLL's agreement with its Partners and Authorised Distributors. If you are an organisation, You agree that SLL may also disclose Your organisation by name and address and contact information, to enable Your staff and authorised contractors to create an online account associated with your organisation. You also agree that SLL may also identify and disclose the existence of any executed License Agreements between SLL and Yourself, and any Licensed Product licensed to You, to other people using the License Assistant, to the extent required for people You authorise to also fulfill online transactions on behalf of Your organisation.

P.12.15 If You are an organisation, Licensee hereby agrees and gives permission for SLL to publish Licensee's name on SLL's website, but only where it will say words to the effect that Licensee is using the Product.

P.12.16 The Licensee agrees to opt-in and receive information on any bug fixes and or updates to the Licensed Product in Use by You. The Licensee agrees to opt-in and receive non-mass mailed correspondence with regard to their Use and experiences of the Licensed Product. Licensee has the option to opt-in and receive from SLL periodic emails containing promotional literature on SLL's other offerings that may work with the Licensed Product and this option can be exercised by using SLL's License Assistant or by email request to [info@synaptic-labs.com](mailto:info@synaptic-labs.com).

P.12.17 Addresses for Enquiries and Notices: Please direct all inquiries regarding the Licensed Product to Synaptic Laboratories Ltd. on [info@synaptic-labs.com](mailto:info@synaptic-labs.com). Legal notices can be sent to [legal@synaptic-labs.com](mailto:legal@synaptic-labs.com)

P.12.18 Any Use or attempted Use of the Product in violation of the foregoing restrictions and Provisions is a breach of this Agreement that will cause irreparable harm to SLL entitling SLL to injunctive relief in addition to all legal remedies.

P.12.19 License fee. You will pay SLL the license fees in the amounts and at the times set forth in the applicable SLL quote or invoice. Your obligation to remit license fees to SLL in accordance with the applicable SLL quote or invoice is absolute, unconditional, noncancellable and nonrefundable, and will not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense for any reason including, but not limited to, any claim that SLL failed to perform under this Agreement or termination of this Agreement. Past due amounts will bear interest at the rate of the lesser of 1.5% per month on the unpaid balance, or the maximum rate allowable by law. In addition to all other sums payable under this Agreement, You will pay all out-of-pocket expenses that SLL incurs, including fees and disbursements of counsel, in connection with collection and other enforcement proceedings resulting from or in connection with those proceedings.

P.12.20 Taxes. All payments will be made free and clear without deduction for any present and future taxes imposed by any taxing authority. If You are prohibited by law from making such payments unless You deduct or withhold taxes from the payments and remit the taxes to the local taxing jurisdiction, then You must withhold and remit those taxes and pay to SLL the remaining net amount after the taxes have been withheld. You will promptly furnish SLL with a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made under this Agreement, including taxes on any additional amounts paid. In cases other than taxes referred to above including, but not limited to, sales and use taxes, stamp taxes, value added taxes, property taxes and other taxes or duties imposed by any taxing authority on or with respect to this Agreement, You will bear the costs of those taxes or duties. If those taxes or duties are legally imposed initially on SLL or SLL is later assessed by any taxing authority, then You will promptly reimburse SLL for those taxes or duties plus any interest and penalties that SLL suffers.

**End of SLL Legal Agreement Number LA-ID-0007.**