

COGNICOR CIRA PLATFORM END USER LICENSE AGREEMENT

This Non-Exclusive CogniCor Platform License Agreement (“Agreement”) is made and entered into effective as of today (the “Execution Date”), between COGNICOR TECHNOLOGIES INC, and the client organization/person executing the agreement, referred to herein as “You”.

By signing the agreement, you acknowledge that you have read and understand the CogniCor Technologies Inc License Agreement and that you have had the opportunity to seek independent legal advice on the same and consequently agree to abide by all its terms and conditions. If you are entering into this agreement on behalf of a company or other legal entity then you acknowledge and affirm that you have the authority to enter into such an agreement and bind your company or other legal entity, and all persons who use this service under such authority.

Subject to the terms and conditions provided in this Agreement and the specific order you have placed in our Order Form (“Order Form”) or Statement of Work (“Statement of Work”) CogniCor Technologies Inc. ("CogniCor") will provide you ("you") with access to the CogniCor CIRA Platform ("Technology") to enable you to create customized digital assistant applications("Application") using CogniCor platform services (“Services”)

1. License and Ownership

1.1 CogniCor grants you a non-exclusive, revocable and worldwide license to use the Technology, subject to the terms and conditions in this Agreement and any provisions in the Order Form, on a non-exclusive and non-transferable basis to create Applications for your internal use or for your direct customers. You may designate certain number of Authorized Users (“Authorized Users”) as is permitted in the Order Form. All the Authorized Users must comply with the terms of this agreement.

1.2 Deliverables.

CogniCor Services may involve the creation and supply to the user a specific work product (a "Deliverable"). All Deliverables will be made available to the user via one of CogniCor's managed, access-restricted servers. Such Deliverables may need certain basis requirements of Software and hardware infrastructure as specified in the Installation instructions (“Requirements”) to be able to work correctly. Additional terms related to Deliverables shall be set forth in the Order Form or the Statement of Work.

1.3 Target Infrastructure

THE INFRASTRUCTURE AND ANY THIRD PARTY PRODUCTS ARE NOT COGNICOR PRODUCTS AND ARE NOT PART OF THE COGNICOR PLATFORM. COGNICOR IS NOT RESPONSIBLE FOR THE INFRASTRUCTURE SERVICE OR THIRD PARTY PRODUCTS, OR FOR ANY ACTS OR OMISSIONS OF THE THIRD-PARTY PROVIDER OF THE CLOUD INFRASTRUCTURE SERVICE OR THIRD PARTY PRODUCTS. YOU ACKNOWLEDGE THAT THE PROVIDER OF THE CLOUD INFRASTRUCTURE SERVICE MAY IMPLEMENT PROCEDURES THAT WOULD MAKE IT DIFFICULT OR IMPOSSIBLE TO ACCESS DATA OR THE RESOURCES MADE AVAILABLE VIA THE CLOUD INFRASTRUCTURE SERVICE IN CERTAIN CIRCUMSTANCES (E.G., IN THE

CASE OF A VIRUS, DENIAL-OF-SERVICE, OR SIMILAR ATTACK; TRANSMISSION OR STORAGE OF INFRINGING OR ILLEGAL CONTENT; USE FOR BULK EMAIL; USE THAT COULD OR DOES HARM THE THIRD PARTY'S NETWORKS OR SERVERS OR COMPROMISE SECURITY).

1.4 You acknowledge that CogniCor is and shall remain the owner of all the rights, title and interest in the Technology and the license granted under this Agreement is only for use of the Technology to the extent and in the manner expressly provided herein. You shall not reproduce, copy, market, sell, distribute, lease, transfer, sub-license, translate, modify, adapt, disassemble, decompile or reverse engineer (except as allowed by law) the Technology. All services provided to you under this Agreement, including methods, processes, notes, designs, code, documentation, memoranda, and other data or materials that are prepared in the performance of such services hereunder, and all right, title and interest in the foregoing, will belong to CogniCor.

2. Rights, Responsibilities and Warranties

2.1 You are responsible for all activities that take place under your account and will abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Technology, including those related to data privacy, international communications and the transmission of technical or personal data. You will:

(a) be responsible for each Authorized User's compliance with this Agreement,

(b) be responsible for the accuracy, quality and legality of Client data entered in or stored on the CogniCor Platform;

(c) notify CogniCor immediately of any unauthorized use of any password or membership ID or any other known or suspected breach of security;

(d) report to CogniCor immediately and use reasonable efforts to immediately stop any copying or distribution of Technology that you become aware of or suspect; and

(e) not impersonate another user or provide false identity information to gain access to or use the Technology.

2.2 You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or the right to use any of the data, information or material that you incorporate into your Applications. You must exercise due care and ensure that in developing and customizing your applications, third party intellectual property rights are not infringed.

2.3 Back-Ups. You acknowledge that you are responsible for creating back-ups of your data and any other content provided or used by you within the CogniCor Platform. CogniCor shall have no obligation to maintain any such content or to forward any content to Client or any third party.

2.4 Client Keys. You may elect to provide CogniCor access to keys, credentials, or passwords ("Keys") to access your applications and/or technology infrastructure. By providing CogniCor any such Keys, you authorize CogniCor to use those Keys and to access your applications and infrastructure for the purpose of providing Services under this Agreement.

2.5 You represent and affirm that you have the legal power and authority to enter into this Agreement and that you have not previously entered into any agreement or understanding which conflicts with any rights or obligations set forth in this Agreement.

2.6 You represent and warrant that all information provided by you in connection with your registration, is accurate and reliable, that you have not falsely identified yourself nor provided any false information to gain access to the Technology and that the use of the Technology and your Applications do not directly or indirectly infringe the legal rights of any third party.

2.7 You warrant that you will not:

(a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the Technology or the user account in any way;

(b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

(c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including materials that violate third party privacy rights;

(d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(e) interfere with or disrupt the integrity or performance of the Technology or the data contained therein; and

(f) attempt to gain unauthorized access to the Technology or its related systems or networks.

(g) choose a URL (partial or otherwise) that impersonates another, use a URL You do not have the right to use, use a URL name that is considered offensive. CogniCor, at its sole discretion, has the right to rename a cloud or cloud URL.

(h) disable, alter or otherwise circumvent any reporting capabilities or platform Technology feature that enables CogniCor to monitor end user usage levels;

(i) access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes except with CogniCor's prior written consent.

3. Fees & Payment

You will be charged a monthly license fee for the license granted hereunder. The monthly license

fee will be collected by the payment means you have provided. By accepting the terms of this Agreement, you expressly authorize CogniCor or its authorized representative party to collect the initial monthly subscription term and any renewal subscription term(s) thereafter. Such charges shall be made monthly, in advance. Charges are non-refundable regardless of actual usage.

If at any point You exceed the license capacity specified in your applicable plan description, You are required to immediately upgrade to a new plan. If you fail to immediately upgrade to a new plan, You acknowledge that CogniCor will, at its discretion, either have the right to terminate this Agreement and prevent any further access to the Technology or upgrade you to the new plan and send you an invoice for the upgrade. In case of a late payment, CogniCor reserves the right to claim a service charge for all overdue amounts equal to the lesser of 1.0 percent (1.0%), calculated on the aggregate overdue balance, at the end of each month or the maximum amount permitted by law.

4. CogniCor's Rights and Representations

4.1 CogniCor represents that it has the legal power and authority to enter into this Agreement and that it has not previously entered into any agreement or understanding which conflicts with any right or obligation set forth in this Agreement.

4.2 CogniCor represents that it owns or has the right to license the Technology, that there is no claim pending or, to CogniCor's knowledge, threatened against CogniCor regarding ownership of CogniCor's Technology or infringement by the Technology of any existing copyright, patent, trade secret or other intellectual property rights of any third party.

4.3 Feedback. CogniCor shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by you and your Authorized Users relating to the Services. Notwithstanding anything to the contrary in this Agreement, CogniCor also shall be free to use for any purpose the Residuals resulting from access to or work with the Confidential Information, including but not limited to use of "residuals" in development, manufacture, marketing and maintenance of CogniCor's own products and services, provided that this use right does not and shall not represent a license to any valid patent, trade secret, or copyright belonging to you. The term "residuals" means Confidential Information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein.

5. Disclaimer

CogniCor makes no representations, warranties, or guarantees as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of its Technology. The services offered by CogniCor are provided on an 'as is' and 'as available' basis. CogniCor reserves the right to withdraw the provision of these services or revise or modify the manner in which they are provided. CogniCor does not represent or warrant the following:

(a) that the use of the Technology will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;

(b) that the Technology will meet your requirements or expectations or result in revenues or profits;

(c) that any stored data will be accurate or reliable;

(d) that the quality of any products, services, information, or other material purchased or obtained by you through the Technology will meet your requirements or expectations

(e) that the Technology or the servers that make the Technology available are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed. No advice or information, whether oral or written, obtained by you from CogniCor shall create any warranty not expressly made herein.

6. Indemnification

You agree to defend, indemnify and hold harmless CogniCor, its affiliates, directors, officers, employees, and agents from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) incurred or asserted by any third party arising out of the following:

(a) your use of the Technology otherwise than in accordance with this Agreement;

(b) a claim alleging that your Application infringes the rights of, or has caused harm to, a third party;

(c) a claim, which if true, would constitute a violation by you of your representations and warranties; and

(d) a claim arising from a breach by you.

7. Limitations of Liability

7.1 The liability of CogniCor shall be restricted to the refund of license fees paid in advance to CogniCor for the given month of service in which the liability arose.

7.2 CogniCor shall not be held liable for interruption of their services on account of technical problems relating to the internet. CogniCor's services are subject to limitations, delays and other inherent problems in the use of electronic communications and the internet. CogniCor is not and shall not be responsible for any delays, delivery failures, or other damage resulting from such

problems.

7.3 You expressly understand and agree that you will not hold CogniCor, its affiliates and employees liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if CogniCor has been advised of the possibility of such damages), resulting from the following:

- (a) the use or the inability to use the service or the Technology or any Application;
- (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Technology;
- (c) unauthorized access to or alteration of your transmissions or data;
- (d) statements or conduct of any third party on the Technology; and
- (e) any other matter relating to the Technology.

You further agree that you will not hold CogniCor liable for any of the following:

- (a) interruption of business;
- (b) access delays or access interruptions to the web site that hamper your access to the Technology;
- (c) data non-delivery, mis-delivery, corruption, destruction or other modification;
- (d) unauthorised access to data entered in, or breach of any security mechanisms utilized in, the Technology or in any restricted field; and
- (e) events beyond CogniCor's reasonable control.

7.4 You agree not to hold CogniCor liable for any loss, direct or indirect, arising out of the malfunction of the applications introduced by any other user of the Technology. CogniCor is not liable for any third party intellectual property infringement actions, relating to applications introduced by any other user of the Technology.

8. Modifications to the Technology

8.1 CogniCor reserves the right at any time and from time to time to modify the Technology (or any part thereof) with or without notice.

8.2 CogniCor may specify from time to time the versions of related products/ software required in order to use the Technology.

9. Modification of the Agreement

9.1 CogniCor reserves the right to periodically change the terms of this Agreement with or without any prior notice. Without prejudice to this right, when CogniCor modifies this Agreement, the CogniCor will post it on the following website. www.cognicor.com. Further, you will be notified by an email that such posting has been made. If you do not agree to any of the modifications, you may terminate the Agreement and immediately cease all access and use of the Technology. If you do not exercise your rights to terminate the Agreement, after modifications have been made, then you will be deemed to have accepted the modified version of the Agreement within 72 hours from the post of the email.

9.2 You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to this Agreement. In addition, CogniCor may at any time introduce separate agreements for users in certain jurisdictions and require those users to agree to such separate agreements.

10. Term and Termination of the Agreement

10.1 The term of this Agreement begins upon registration and will continue on a month to month basis as long as you pay the monthly license fee. CogniCor or you may terminate this Agreement by notice to either party.

10.2 You acknowledge and agree that CogniCor may, in its sole discretion, suspend or terminate your account and/or deny you access to, use of, or submission of, all or part of the Technology, without prior notice if you engage in any conduct that the CogniCor believes:

- (a) violates the letter or spirit of any term or provision of this Agreement;
- (b) violates the rights of CogniCor or third parties;
- (c) is otherwise inappropriate for continued access and use of the Technology; or
- (d) any of your permitted business associates have violated their license agreements with CogniCor.

10.3 You agree that CogniCor is not liable to you or any third party for any losses, damages or claims that arise out of such termination.

10.4 CogniCor reserves the right to suspend or terminate this Agreement and your access to the Technology if you have fallen into arrears. You will continue to be charged fees, during any period of suspension. You agree that CogniCor may charge any unpaid fees to your credit card. CogniCor reserves the right to impose a reconnection fee in the event you have been suspended and thereafter request access to the Technology.

10.5 CogniCor reserves the right to monitor data and activity; communicate with You regarding the operation of Your cloud services via profile information (including, but not limited to email address and phone number), and further reserves the right to communicate to external parties the types of apps, services, etc You are using under this Agreement.

10.6 The following clauses will survive the termination of this Agreement: 7) Limitation of liability, 12) Confidential Information, 6) Indemnification and 13) General

Terms

11. Malfunction of Applications

In the unlikely event that an Application does not function in accordance with the user documentation, CogniCor will make every reasonable effort to correct any identified deficiencies in a timely manner. You agree not to hold CogniCor liable for any loss that may arise, immediate or otherwise, on account of the malfunction of the applications. You agree that CogniCor shall not be liable if, for whatever reasons, it is unable to remedy defunct applications.

12. Confidential Information

12.1 The term "Confidential Information" will include any business, operational or technical information provided to you by CogniCor, that is marked or otherwise identified as confidential or proprietary, or that you know or should know is confidential or proprietary.

12.2 Confidential Information will not include any material or information that:

(a) is or becomes a part of the public domain through no act or omission by the receiving party; and

(b) is demanded by a lawful order from any court or anyone empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, and to provide the other with a copy of such order and a reasonable opportunity to seek protective measures for the information demanded.

12.3 In respect of the information that you provide CogniCor with, at the time of registration or otherwise, you agree that such information may be used to better understand your requirement of CogniCor's services and will not be shared with any third party.

13. General Terms

13.1 Local Laws: You agree to commit no act which, directly or indirectly, would violate any local law applicable to you, including without limitation export and import regulations of other countries.

13.2 Notices: All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent to the addresses set forth below or delivered in person. The notices shall be deemed to have been given upon the date actually delivered in person or three

(3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.

13.3 Assignment: This Agreement may not be assigned by you without the prior written approval of CogniCor but may be assigned without your consent by the CogniCor to an acquirer of assets or a successor by merger or any other person. Any purported assignment in violation of this section will be void.

13.4 Governing Law: This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. The parties specifically disclaim the applicability of the U.N. Convention on Contracts for the International Sale of Goods.

13.5 Severability: In the event that any provision of this Agreement is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect.

13.6 Entire Agreement: This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein.

13.7 Waiver: The failure of a party to prosecute its rights with respect to a breach hereunder will not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

13.8 Priority of Documents. In the event of conflict of any terms between this Agreement and the terms in the Order Form, the terms and conditions of the Order Form shall prevail.