

TERMS AND CONDITIONS OF USE

AI Model Efficiency Toolkit (AIMET) – Model Zoo

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 - a. QulC has devoted significant resources to the development of the Software and the Software contains trade secret information of QulC, 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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 - b. You agree not to contend in any context that, as a result of the provision, making available, or use of the Software, either QulC or any QulC Affiliate has any obligation to extend, or that You or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QulC or its Affiliates for any purpose.
 - c. You shall not use the Software made available by QulC to You under this Agreement for the purpose of identifying or providing evidence to support any potential intellectual property infringement claim against QulC, its Affiliates, or any of QulC’s or its Affiliates’ suppliers or direct or indirect customers.
 - d. No Grant of Patent or Certain Other Rights. Except for the express copyright and trade secret license rights, granted to You in Section 1 for the Purpose, no other rights under any intellectual property are granted by QulC under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise). You acknowledge and agree, on behalf of Yourself and Your subsidiaries, that neither the delivery of the Software nor any provision of this Agreement (including, without limitation, any provision in any exhibit, etc. forming a part thereof) will be deemed or construed to grant (whether expressly, by implication or by way of estoppel or otherwise) any right, license, authority to infringe, or immunity from infringement liability under or to: (i) any patents of QUALCOMM Incorporated or any of its Affiliates, (ii) any other intellectual property rights of (a) any Affiliate of QUALCOMM Incorporated (other than QulC) or (b) QUALCOMM Incorporated, or (iii) any intellectual property rights of QulC covering or relating to any technology (including, without limitation, any product or invention) not embodied solely in the Software.
 - e. Other Obligations. You acknowledge and agree, on behalf of Yourself and Your subsidiaries, that (a) this Agreement does not modify or abrogate any obligations that You or any of Your subsidiaries have under any license or other agreement with QUALCOMM Incorporated, including, without limitation, any obligation to pay any royalties, and (b) You will not, and will ensure that each of Your subsidiaries do not, contend that You have obtained any right, license, authority to infringe, or immunity from infringement liability with respect to any patents of QUALCOMM Incorporated or any of its Affiliates under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise).
 - f. “Affiliate” means any person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such entity. The term “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of voting securities, by contract or otherwise.
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 QulC or its Affiliates for making (or having made), importing, using, selling, licensing or otherwise disposing of the Software provided hereunder.
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7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL QulC OR ANY OF ITS AFFILIATES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE, OR THE DELIVERY OF OR FAILURE TO DELIVER THE SOFTWARE EVEN IF QulC OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QulC’S TOTAL, CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO A TOTAL AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS (US \$100). MULTIPLE CLAIMS WILL BE AGGREGATED TO DETERMINE THE SATISFACTION OF THIS LIMIT.

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.
- i. Third Party Notices. The Software may contain or link to certain software code and/or materials, including, without limitation, open source software components, that are written or owned by third parties ("**Third Party Software**"), in which case QulC may provide You with any of the following: a separate document; a digital file; release notes; a QulC support website; or software code ("**Notice File**") that may contain notices pertaining to such Third Party Software. Except where expressly prohibited by a third party license contained in the Notice File, including, without limitation, any open source license included therein, the content of such Notice File is provided solely to satisfy QulC's attribution and notice requirement and Your use of such Third Party Software together with the Software is subject to the terms and conditions of this Agreement. You further acknowledge and agree that: (a) compliance with all copyright laws and third party license(s) included in the Notice File are the responsibility of You and You shall indemnify QulC for any breach of such terms; (b) You must not remove or alter any such Notice File; (c) except as may be granted by separate express written agreement, the Notice File provides no license to (i) any patents, trademarks, copyrights, or other intellectual property of QulC or its Affiliates or (ii) any patents, trademarks, copyrights, or other intellectual property of any acquirer of QulC or any affiliate of such acquirer; (d) any Software provided to You is NOT A CONTRIBUTION to any open source project; and (e) in the event of any conflict between the terms and conditions of this Agreement and

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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