

SINGLE END-USER LICENSE AGREEMENT FOR **Chant® KinesicsKit 4** SOFTWARE

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING, COPYING, OR OTHERWISE USING THIS PRODUCT. THIS PRODUCT IS COPYRIGHTED AND LICENSED (NOT SOLD) BY CHANT, INC. ("CHANT"). BY INSTALLING, COPYING, OR OTHERWISE USING THIS PRODUCT, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, DO NOT INSTALL OR USE THE PRODUCT.

1. License Grant: Chant hereby grants to you, for your benefit alone, and you accept, a nonexclusive license to use the enclosed KinesicsKit 4 Application and Software Development Kit (SDK) class libraries (collectively referred to as the "Libraries") and the Chant Developer Workbench 2020 computer program cdw.exe Version 7 (collectively referred to as the "Program") and the accompanying user documentation (collectively referred to as the "Product"), only as authorized in this License Agreement. This license allows you to:

a) install and use the Product on a single computer, or in the event of the inoperability of that computer, on a single backup computer. The Product may not be installed on a file-server computer, nor concurrently used on two or more computers, nor used in a local area or other network without separate authorization and the payment of a license fees.

b) use the Product only to explore the Product capabilities for a maximum of 30 days. You must pay a license fee to continue using the Product beyond 30 days. If you do not pay a license fee, then, after 30 days, you must remove the Product from your computer and destroy all copies.

c) construct executable applications that use the Libraries and not for constructing applications that can be used as an alternative to the original Program or "wrapping" the Libraries for use within other applications.

d) retain a program disc containing the Product for backup purposes.

e) make a copy of the Product in the ordinary course of backing up the computer system on which the Program is installed.

Except as expressly authorized under this Agreement, no copies of the Program in any form, nor accompanying user documentation, nor any portions thereof, may be made or distributed by you or any person under your authority or control. You may not assign, sublicense, transfer, pledge or share your rights under this agreement.

2. License Fee: You elect to pay a license fee to use the Product and to distribute only the applicable Libraries with executable applications that use the Libraries without royalty obligations to Chant and acknowledge that the price paid by you is a one-time license fee in consideration of the rights and licenses expressly granted under this License Agreement.

3. Ownership: You acknowledge and agree that the Product is a proprietary product of Chant protected under the copyright laws of the United States and other countries. You further acknowledge and agree that all right, title, and interest in and to the Product are and shall remain with Chant. This License Agreement does not convey to you any interest in or to the Product itself, but only a limited right to use the Product, which is revocable in accordance with the terms of this License Agreement. You agree that you will not remove Chant's copyright notices, trademarks or license identification number from the Product. You agree to keep all license and serial numbers confidential and make every effort to prevent disclosure in your code using tools such as code obfuscators to prevent discovery via reverse engineering, decompilation, and disassembly.

4. Limitations on Reverse Engineering, Decompilation, and Disassembly: You may not reverse engineer, decompile, or disassemble the Program, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this prohibition.

5. Term: This License Agreement is effective upon installing the Program and shall continue until terminated. You may terminate this License Agreement at any time by destroying all copies of the Product. This License Agreement will terminate automatically without notice to you from Chant upon the breach by you of any term hereof. Upon such termination, you agree to destroy the Product and all copies thereof.

6. No Warranty: THE PRODUCT, AND THE PROGRAM CONTAINED THEREIN, ARE LICENSED "AS IS," AND CHANT DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability: Chant's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions relating to your use of the Product or otherwise arising out of or relating to this License Agreement shall not exceed the license fee paid to Chant for the use of the Product. In no event shall Chant be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Chant has been advised of the possibility of such damages.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. Export: You agree and certify that the Product is not being or will not be shipped, transferred or exported, directly or indirectly, into any country prohibited by the United States Export Administration Act or any regulations thereunder, nor will the Product be used for any purpose prohibited by such Act or regulations.

9. Trademarks: Chant, Getting the World Talking With Technology, and SpeechKit are trademarks or registered trademarks of Chant. No right, license, or interest to such trademarks is granted hereunder, and you agree that you will make no use of such trademarks nor will you assert any right, license, or interest with respect to such trademarks.

10. Governing Law: This License Agreement shall be construed and governed in accordance with the laws of the State of California.

11. Costs of Litigation: If any action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

12. Severability: Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

13. No Waiver: The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.