

# SOFTWARE LICENSE AGREEMENT

## NeuroSolutions C++ Source Code Generation

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- a. *Neural Executable*. The term "Neural Executable" shall mean any computer program in object code compiled using any part of the Software defined in 1d).
- b. *Recall Executable*. The term "Recall Executable" shall mean a Neural Executable as defined in 1a) in which the network "weights", as described in the NeuroSolutions documentation, are unable to adapt (i.e., the weights are fixed).
- c. *Learning Executable*. The term "Learning Executable" shall mean a Neural Executable as defined in 1a) in which the network "weights", as described in the NeuroSolutions documentation, are able to adapt (i.e., the weights can change).
- d. *Software*. The term "Software" shall mean the component libraries described in section 9. The Software is owned by NDI and licensed to Licensee as part of their purchase of the Developers level of NeuroSolutions.

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- b. *Notice.* Any notice or communication required or permitted in this Agreement shall be in writing and shall be effective upon receipt by the party concerned of telex, telefax or letter at the addresses mentioned in Section 10 hereof which addresses may be changed by notice.
- c. *Purchase Order.* In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.
- d. *Governing Laws.* This Agreement and performance under this Agreement shall be governed by the laws of the State of Florida.
- e. *Limitations Period.* No action, regardless of form, arising out of this Agreement may be brought by Licensee more than two (2) years after the cause of action has arisen.
- f. *Severability.* If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- g. *Assignment.* Licensee may not assign or sublicense, without the prior written consent of NDI, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.
- h. *Assumption by Successor to NDI.* In the event of the acquisition of NDI's business, software, or both by a third party, NDI agrees to make such an acquisition subject to the assumption of the terms of this Agreement by the third party.
- i. *Cessation of Business.* Should NDI cease doing business for reasons other than the acquisition of the business or software by a third party and so advises the Licensee in writing, the license granted in Section 2 of this Agreement shall become a perpetual,

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- j. *Waiver.* The waiver or failure of NDI to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- k. *Headings.* The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

## 9. Specifications

- a. Component Library Object Code

*Filenames:* msvc\*.lib (\* = wildcard)

*Description:* Pre-compiled component libraries in object code form, which are used in conjunction with C++ source code generated by the software product "NeuroSolutions". These libraries contain the object code needed to implement both Learning Executables and Recall Executables.

- b. Component Library Source Code

*Filename:* NSLearn.cpp

*Description:* Component library in source code form, which is used in conjunction with C++ source code generated by the software product "NeuroSolutions". This library contains the source code needed to implement both Learning Executables and Recall Executables.