<div align="center">**COMMUNITY SUBSCRIPTION AGREEMENT**</div>

This Community Subscription Agreement (this "**Agreement***"*) is a legal agreement between you ("**Subscriber**") and NeuroSynthetica, LLC, a Washington limited liability company ("**Provider***"*) and governs your Subscription (as defined below), effective as of the date your Subscription is accepted by Provider (the "**Effective Date**"). Provider and Subscriber may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms in this Agreement have the meaning stated in Exhibit A or elsewhere in this Agreement.

1. SUMMARY

The Parties enter into this Agreement (including its exhibit) to specify the terms on which Provider licenses to Subscriber use of the Software.

By purchasing a Subscription or by otherwise downloading, installing, using, or accessing the Software (including all related documentation), any Confidential Information or any other features provided in connection with a Subscription, you agree to the terms of this Agreement.

2. SUBSCRIPTION

Subscriber may purchase a Subscription to the Software via a written order which will only become effective once accepted by Provider. For purposes of this Agreement, "**Subscription**" means a limited right by the individual Subscriber to use and access the Software subject to the terms of this Agreement. Provider offers various Subscription levels for which the eligibility requirements and corresponding scopes of authorized use are as follows:

a. "**Academic**": Available to students and teachers at the high school or college levels. The Software must be used solely for personal, educational, non-commercial purposes.

b. "**Personal**": Available to individuals for their own personal, non-commercial use. For the avoidance of doubt, Subscriber is prohibited from using the Software to provide services or work product for any third party, including an employer.

c. "**Commercial**": Available to individuals for commercial use, including providing services or work product to their employer; specifically the design, development, and testing of products or services utilizing the Software. The right to deploy the Software in a product or service is expressly not permitted by this agreement. Commercial Subscribers desiring to provide products or services incorporating or in connection with the Software must obtain a license to do so pursuant to a separate definitive written Commercial Software License Agreement between Provider and Subscriber.

d. "**Government**": Available solely to individuals employed by a government agency. Subscriber may use the Software solely for providing services to their government agency employer.

3. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Provider hereby grants to Subscriber a limited, worldwide, nonexclusive, non-transferable, right and license (without the right to sublicense), during the Term of this Agreement, to access and use the Software, as made available to Subscriber by Provider, solely in connection with the Permitted Uses for Subscriber's Subscription. For the avoidance of doubt, Subscriber shall not permit any additional individual to use the Software and Subscriber acknowledges that a Subscription must be purchased for any additional individual that desires to use or access the Software.

The license granted to Subscriber under this Section 3 includes the right to display and use the Provider trademark and logos (the "**Provider Marks**") solely for purposes of identifying Provider's products and services in connection with exercising the rights granted above in this Section 3. All goodwill generated through Subscriber use of the Provider Marks will inure solely to the benefit of Provider. Without limiting the preceding language, Subscriber must not remove or modify any Provider Marks anywhere they appear in the Software or Content, without Provider's prior permission.

Provider retains all title, ownership, and, except for the limited license granted pursuant to this Section 3, other rights in and to the Software, including, without limitation, any and all Intellectual Property Rights associated with the Software, including the Provider Marks, or that form the basis upon which the Software operates. Except for the limited license contemplated by this Section 3, no license or rights in or to the Software or any Intellectual Property Rights associated therewith are granted, assigned, licensed or conveyed to Subscriber, by implication, estoppel, operation of law or otherwise. Subscriber further agrees to abide by all laws and regulations in effect regarding use of the Software, including without limitation, laws

relating to copyright-protected content and further agrees not to authorize or assist any third party to do any of the things prohibited in this Section 3.

4. SOFTWARE TERMS

4.1 Use. Subscriber is responsible for all activities that occur in connection with use of the Software by Subscriber, including the security of any of Subscriber's credentials used in connection with Provider's portal or products. Subscriber must ensure that it complies with the terms of this Agreement. Without limiting the foregoing, Subscriber must use the Software only for lawful purposes and in compliance with all applicable laws and regulations.

4.2 Restrictions on Use. Unless specifically provided otherwise in writing by Provider, Subscriber shall not: (i) exceed any Permitted Use limitations for the Subscription without prior written approval from Provider; (ii) separate any individual component of the Software for standalone use; (iii) sell, rent, lease, lend, loan, distribute, assign or sublicense the Software or otherwise transfer any rights to it in whole or in part; (iv) use the Software, or any portion of the Software, in connection with a combat system, whether for defensive or offensive purposes; (v) modify, reverse engineer, decompile, remove any proprietary notices or disassemble the Software, in whole or in part, or create any derivative works from or of the Software, or encourage, assist or authorize any other person to do any of these things unless expressly permitted or required by applicable law without the possibility of contractual waiver or Provider specifically approves it in writing; (vii) incorporate the Software into a product or service competing with Provider's business interests; or (vii) attempt to disable or circumvent any security mechanisms used by the Software.

4.3 Access. Subscriber must not: (i) access (or attempt to access) any portion of the Software other than through the approved interfaces provided by Provider, unless Provider specifically authorizes Subscriber to do so in writing; or (ii) engage in any activity or use that interferes with or disrupts or unreasonably burdens the servers and networks through which any portion of the Software is provided.

4.4 Updates. Provider may, at its sole discretion, make updates, modifications, supplements or new versions of the Software or portions thereof available to Subscriber for the purpose of, among other things, distributing bug fixes, patches and feature improvements. Provider disclaims any and all liability relating to Subscriber's failure to install any updates to the Software. Notwithstanding the foregoing, Provider has no obligation to provide any bug fixes, modifications, or updates for the Software unless otherwise set forth in the Agreement.

4.5 Void Where Prohibited. Not all features, products or services discussed, referenced, provided or offered through or in connection with the Software are available to all persons or in all geographic locations. Provider reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Subscriber represents and warrants that (i) Subscriber is not listed on the Specially Designated Nationals and Blocked Persons List administered by the United States Department of the Treasury Office of Foreign Assets Control; and (ii) Subscriber's use will not violate any applicable U.S. export-control laws and regulations, as well as any end-user, end-use and destination restrictions issued by the United States and other governments.

5. DATA, PRIVACY & SECURITY

5.1 Personal Data. Subscriber may provide Personal Data to Provider in connection with use of the Software by Subscriber. Provider shall not (i) retain, use, or disclose Personal Data for any purpose not reasonably necessary and proportionate to providing or improving the Software; and (ii) further collect, sell, or use Personal Data except as necessary to provide or improve the Software.

5.2 Subscriber Data. As between Subscriber and Provider, Subscriber will retain sole and exclusive ownership of all Subscriber Data. Subscriber hereby grants Provider a worldwide, non-exclusive, royalty-free, transferable license during the Term to use the Subscriber Data for the purposes of fulfilling its obligations under this Agreement.

5.3 De-Identified Data. Notwithstanding anything to the contrary in this Agreement, Provider is permitted to use De-Identified Data for any purpose without restriction or limitation (and Provider is permitted to create De-Identified Data using (i) Subscriber Data and (ii) Personal Data, provided such de-identification and use is in compliance with applicable law.

6. CONFIDENTIALITY

6.1 Nondisclosure. Subscriber shall: (i) use Confidential Information solely in connection with Permitted Use of the Software; (ii) not disclose the Software to any third party; (iii) protect Confidential Information from disclosure to any third party with the same degree of care as Subscriber uses for its own Confidential Information (but in any event with no less than a reasonable degree of care); and (iv) promptly destroy (and certify the destruction to the Provider) all Confidential

Information and copies in the Subscriber's possession at the Provider's request and at the expiration or termination of this Agreement.

6.2 Notice. In the event Subscriber receives a court order or is otherwise required by law to disclose any Confidential Information obtained, Subscriber must: (i) to the extent allowable by applicable law, notify the Provider immediately on receipt of the court order or other document requiring disclosure so that Provider may object and move for a protective order; and (ii) if Confidential Information is to be filed with a court, file it under seal or request that the court seal the Confidential Information before disclosure.

6.3 Acknowledgment. Except as may be required by court order or applicable law, Subscriber's obligations regarding Confidential Information shall remain in full force and effect. Unless otherwise expressly set forth herein, Subscriber receives no licenses or other rights to Confidential Information under this Agreement.

7. SUPPORT & OTHER SERVICES

Unless separately purchased pursuant to a mutually executed written agreement, Provider is under no obligation to provide support or other professional consulting services.

8. FEES & PAYMENT

8.1 Fees. In consideration for Provider providing the Software and other services under this Agreement, Subscriber will pay Provider the fees applicable to Subscriber's Subscription, including any applicable overage fees based on use that exceeds the limits applicable to such Subscription (collectively, the "**Fees**"). All Fees are non-refundable except to the extent required by applicable law, an applicable payment processor agreement, and as provided in <u>Section 9.3</u>.

8.2 Payment Terms. Unless otherwise agreed in writing, Subscriber shall pay to Provider (by wire transfer or other method mutually acceptable to the Parties) all Fees within thirty (30) days of the applicable invoice. Late payment of Fees may be subject to interest on the past due amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

8.3 Taxes. Unless otherwise expressly provided, Fees are exclusive of, and Subscriber will pay, all taxes, duties, and assessments, however designated, which are levied or imposed upon such Fees or the use or provision of the Software or any other service under this Agreement.

9. TERM & TERMINATION

9.1 Term. The "**Term**" of this Agreement will commence on the Effective Date and will continue until this Agreement expires or is terminated in accordance with <u>Section 9.2</u>. The "**Initial Term**" will commence on the Effective Date and will continue for a period of twelve (12) calendar months. Unless otherwise agreed in writing, this Agreement will automatically renew after the Initial Term for successive renewal terms of the same duration as the Initial Term (each a "**Renewal Term**"), unless either Party gives prior notice of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term. Subscriber hereby authorizes Provider to charge the then-current subscription renewal price to effect the renewal of the Term.

9.2 Termination By Provider. Notwithstanding anything to the contrary in this Agreement, Provider may at its sole discretion immediately terminate this Agreement:

a. if the Subscriber fails to perform or observe any term or condition in this Agreement, including without limitation any failure to timely deliver any payment pursuant to the Agreement; or

b. if the Subscriber (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they come due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding is not dismissed or stayed within sixty (60) days after such filing.

9.3 Termination for Convenience by Provider. Provider may terminate this Agreement in its sole discretion immediately upon written notice to Subscriber. In the event of termination pursuant to this section, Subscriber will be entitled to a pro rata refund of Fees.

9.4 Termination for Convenience by Subscriber. Subscriber may terminate this Agreement upon ninety (90) days written notice to Provider. In the event of termination pursuant to this section, Subscriber will not be entitled to a refund.

9.5 Effect of Termination. The following provisions of this Agreement will survive termination of this Agreement for any reason: Sections 1, 4, 6, and 9-15; and Exhibit A. All other rights and obligations of the Parties under this Agreement, including all licenses granted to Subscriber herein, will expire and terminate upon the termination of this Agreement and Provider may render the Software inoperable. For the avoidance of doubt, in the event of any expiration or termination of this Agreement, Subscriber shall (i) cease all use of the Software, the Provider Marks, and the Confidential Information; and (ii) promptly destroy all Confidential Information in Subscriber's possession pursuant to Section 6.1, including without limitation copies of any materials that are subject to any Intellectual Property Rights of Provider or include any content of Provider.

10. DISCLAIMER OF WARRANTIES

SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER'S USE OF THE SOFTWARE AND CONFIDENTIAL INFORMATION IS AT SUBSCRIBER'S SOLE RISK, AND THAT THE SOFTWARE AND CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE."

PROVIDER AND ITS SUBSIDIARIES, AFFILIATES AND LICENSORS MAKE NO EXPRESS WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SOFTWARE AND THE CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO SUBSCRIBER THAT (A) SUBSCRIBER'S USE OF THE SOFTWARE OR CONFIDENTIAL INFORMATION WILL MEET SUBSCRIBER'S REQUIREMENTS, (B) SUBSCRIBER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR (C) DATA PROVIDED THROUGH THE SOFTWARE WILL BE ACCURATE.

11. FEEDBACK

Notwithstanding anything to the contrary in this Agreement, if Subscriber provides Provider with any comments, recommendations, suggestions or other feedback regarding the modification, correction, improvement or enhancement of the Software, other software, technology, services, methodologies or deliverables, or any other aspect of Provider's business (collectively, the "**Feedback**"), then: (a) Provider has no confidentiality obligations with respect to such Feedback even if it is designated as confidential; (b) Subscriber acknowledges and agrees that Provider will own and may freely use and exploit such Feedback without limitation on a perpetual and irrevocable basis for any purpose without any further obligation to Subscriber; and (c) if any Intellectual Property Rights arise from or relate to such Feedback, the Parties agree Provider will exclusively own all such Intellectual Property Rights, and Subscriber hereby assigns and agrees to assign all such Intellectual Property Rights to Provider.

12. INDEMNIFICATION.

12.1 Indemnification by Subscriber. Subscriber will defend, indemnify and hold harmless Provider and its employees, officers, directors, successors and permitted assigns (collectively, the "**Provider Indemnitees**") from and against any lawsuit or action brought against the Provider Indemnitees by a third party to the extent it is based on (a) any breach by Subscriber of this Agreement, (b) infringement or alleged infringement of any third party Intellectual Property Right by the Subscriber, (c) alleged or actual liability (including, without limitation, product liability, property damage, or physical injuries) relating to the Subscriber's conduct or reliance upon any data provided through the Software, or (d) Subscriber's violation of applicable law or regulations, and Subscriber will pay those costs and damages awarded against the Provider Indemnitees by a court of competent jurisdiction (or agreed to in settlement) that are attributable to these indemnified matters. Notwithstanding anything to the contrary in this Agreement, Subscriber will have no obligation under this Section 12.1 or otherwise to the extent the lawsuit, action, costs or damages are attributable to the Provider Content or the Provider Indemnitees' breach of this Agreement.

12.2 Indemnification   Procedure. The Parties' obligations under Section 12 are the Parties' entire respective liability and sole and exclusive remedies for infringement or misappropriation actions and third party liability of any kind relating to this Agreement, and are conditioned upon the indemnified company and individuals: (a) providing the indemnifying Party with prompt written notice of the lawsuit or action (though any failure to give notice will only affect the indemnifying Party's obligations to the extent such failure materially impaired the indemnifying Party's ability to effectively defend or settle the lawsuit or action); (b) giving the indemnifying Party sole control of the defense of the lawsuit or action and any related settlement negotiations (though the indemnified company and individuals may participate in the defense and settlement at their own expense, and the indemnifying Party may not enter into any settlement that adversely affects the indemnified company and individuals' respective interests to a material degree without their written consent); and (c) providing to the indemnifying Party (at the indemnifying Party's expense) all assistance, information and authority reasonably required to effectively defend or settle the lawsuit or action.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL PROVIDER BE LIABLE TO SUBSCRIBER IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL AND DAMAGE TO REPUTATION). IN NO EVENT WILL PROVIDER'S TOTAL AGGREGATE LIABILITY TO SUBSCRIBER (FOR DIRECT, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES OR THEORY OF LIABILITY) ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE RELEVANT CAUSE OF ACTION ACCRUED. THIS LIMIT IS CUMULATIVE AND NOT PER INCIDENT (*i.e.,* THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT INCREASE THE LIMIT).

14. SUBCONTRACTORS

Provider may use subcontractors to provide the Software and any other Services under this Agreement. Provider will be responsible for the acts and omissions of its subcontractors to the same extent it is responsible for its own employees under this Agreement. Provider will require its subcontractors to comply with requirements of this Agreement related to the services performed by such subcontractors (including, without limitation, all data use, data security and privacy requirements).

15. MISCELLANEOUS

15.1 Notices. Subscriber agrees that Provider may provide Subscriber with notices by email, regular mail, or postings on the Provider Web site or Software. By providing Subscriber's email address to Provider, Subscriber consents to Provider using the email address to send Subscriber any notices required by law in lieu of communication by postal mail. Unless otherwise specified by a Party, any notice or other communication given under this Agreement shall be addressed to the signatories of Provider and Subscriber under this Agreement.

15.2 Governing Law. This Agreement is governed by the laws of the state of Washington, without regard to any conflicts-of-laws provisions or rules. The exclusive jurisdiction and venue for any legal proceedings or actions arising out of or relating to this Agreement will be the courts located in King County, Washington, and both Parties hereby submit to the personal jurisdiction of those courts and irrevocably waive any objection they may have to such venue. If the Parties litigate any issue relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, costs and expenses (including, without limitation, expert witness fees and costs of appeal).

15.3 Injunctive Relief. The Parties acknowledge and agree that any breach or threatened breach of this Agreement by Subscriber may cause harm for which money damages may not provide an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Agreement, in addition to any other available remedies, Provider may seek temporary and permanent injunctive relief without the need to post any bond or other security that otherwise may be required under applicable law.

15.4 Assignment. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. The Parties may not assign, delegate or transfer any of their rights or obligations under this Agreement, by operation of law or otherwise, without gaining prior written consent from the other Party. Notwithstanding the foregoing, however, either Party may assign this Agreement without consent (a) to the acquiring or surviving entity in a merger or acquisition in which the assigning Party is the acquired entity (whether by merger, reorganization, acquisition or sale of stock), or (b) to the purchaser of all or substantially all of the assigning Party's assets. There are no third party beneficiaries of this Agreement.

15.5 Waiver; Severability. A waiver of any right under this Agreement will in no way waive any other rights, or the same right with respect to any similar future incident. No waiver, alteration, modification or amendment of this Agreement will be effective unless in writing and signed by both Parties. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid, then to the maximum extent permitted by law, that provision will be modified and interpreted to accomplish the objectives of such provision, or severed, and the remaining provisions will remain in full force and effect.

15.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding this subject matter, and supersede all prior agreements, representations and understandings, oral or written, between the Parties regarding this subject matter. This Agreement may be amended by Provider at any time by reasonable notice to Subscriber, including without limitation by posting a revised agreement online at https://www.neurosynthetica.com, which following such notice shall become effective upon the commencement of the next applicable Renewal Term. Except as

set forth in the foregoing sentence, this Agreement may not be amended, modified or supplemented except by a written amendment signed by an authorized representative of each Party.

15.7 No Joint Venture. Nothing in this Agreement creates any agency, partnership, joint venture, franchise or other special legal relationship between the Parties.

15.8 Force Majeure. Except for payment obligations, neither Party will be liable under the Agreement by reason of any failure or delay in the performance of its obligations under the Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such Party.

EXHIBIT A
(DEFINITIONS)

This is <u>Exhibit A</u> to the Master Service Agreement between Provider and Subscriber (the "**Agreement**"), forms part of the Agreement, and is subject to the terms and conditions of the Agreement. Any capitalized terms not defined in this <u>Exhibit A</u> have the meaning indicated elsewhere in the Agreement (including its exhibits).

The following definitions apply to the Agreement:

1. **"Content"** means content, as that term is generally understood in Provider's industry, created and/or used within the Software (including, without limitation, artwork, images, text, audio, video, messaging, Internet links, software and other related creative elements and works of authorship). "Content" does <u>not</u> include (a) the <u>design</u> elements of any reports or of other matters created or provided using the Software, or (b) the <u>trade dress or overall "look and feel"</u> of the Software or of any reports or other matters created or provided using the Software.

2. **"Confidential Information"** means Provider's non-public written information, in any form, and all copies, summaries and extracts, including without limitation, the Software and any related documentation, whether or not marked as confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of Subscriber, (ii) was known to Subscriber, free of any confidentiality obligations, before its disclosure by Provider, (iii) becomes known to Subscriber, free of any confidentiality obligations, from a source other than Provider, or (iv) is independently developed by Subscriber without use of the Confidential Information.

3. **"De-Identified Data"** means any information or data generated, provided, collected, derived, or created in connection with use or operation of the Software that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular consumer using all the means likely reasonably to be used, provided that Provider has (i) implemented technical safeguards that prohibit reidentification of the consumer to whom the information may pertain; (ii) implemented business processes that specifically prohibit reidentification of the information; (iii) implemented business processes to prevent inadvertent release of deidentified information; and (iv) makes no attempt to reidentify the information.

4. **"Intellectual Property Rights"** means all rights in (i) United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by foreign or domestic law, by statute or at common law or otherwise, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all trade secrets, know-how, databases, inventions, processes, algorithms, techniques, and confidential information; and (v) other intellectual property rights protectible under any laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

5. **"Personal Data"** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, including, but not limited to: (i) a first name and last name; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other name, that reveals an individual's email address; (iv) a telephone number; (v) a Social Security number; (vi) credit or debit card information, including card number, expiration date, and data stored on the magnetic stripe of a credit or debit card; (vii) checking account information, account number and check number; (viii) a driver's license, military or state identification number; (ix) a persistent identifier, such as a Subscriber number held in a "cookie" or processor serial number, that is combined with other available data that identifies an individual or household; or (x) any other information that is identifiable to or identifies an individual or household, whether or not combined with any of (i) through (ix) above.

6. **"Permitted Use"** means the scope of authorized use of the Software based on the form of Subscription.

7. "**Software**" means the NeuroSynthetica Sentience Engine binary, the NeuroSynthetica Workbench, and any related documentation, including associated software, application program interface(s), administrative interface(s), services, information, example code snippets, content, materials, and the NeuroSynthetica mediawiki portal (in electronic and/or hard copy format). "Software" includes the design elements of any tools or of other matters created or provided using the Software, and the trade dress and overall "look and feel" of the Software and of all tools and other matters created or provided using the Software.

8. **"Subscriber Content"** means Content created solely by Subscriber (i.e., as between Provider and Subscriber, Subscriber is solely responsible for the design and physical creation of the Content, and does not receive from Provider the Content itself or input regarding the Content design).

9. **"Subscriber Data"** means data supplied by Subscriber to Provider, and data relating to the use of the Software by Subscriber (such as end user-identifying information, and other similar information unique to Subscriber and collected by Provider and made available to Subscriber via the Software). Notwithstanding the foregoing, "Subscriber Data" does not include De-Identified Data.