

KIRA INC. INFORMATION RELEASE ACKNOWLEDGEMENT

The undersigned (the “**Organization**”) wishes to access the information provided by Kira Inc. (“**Kira**”), including any derivative work related thereto (collectively, the “**Information**”) subject to the terms and conditions set out herein.

Permitted Uses

1. The Information, including any output and related information produced by the Organization’s machine learning algorithm related thereto (collectively the “**Models**”) may be used for non-commercial, academic research purposes of the Organization only (the “**Permitted Purpose**”) and for no other purpose whatsoever. Summaries, analyses and interpretations of the Information (“**Analyses**”) may be derived and published by the Organization, provided it is not possible to reconstruct the Information.

Access to the Information by Individuals

1. Subject to the requirements set out below, only individuals, employees, consultants and members who are under the care and control of the Organization (collectively, the “**Permitted Representatives**”) may access the Information.
2. The Information may be shared with Permitted Representatives only after completion and submission to Kira, to Kira’s satisfaction, of the Permitted Representative’s acknowledgement, the form of which is attached hereto (the “**Rep Acknowledgement**”). The Organization will retain the Acknowledgements of all persons ever granted access to the Information and make them available upon request to Kira at any time. Access by Permitted Representatives shall be terminated immediately upon the request of Kira and/or where the Permitted Representative ceases to meet the definition of Permitted Representatives set out above. The Organization is responsible and liable for each Permitted Representative’s compliance with the terms and conditions herein and as set forth in the Rep Acknowledgement, and such responsibility and liability shall survive termination of access to the Information.
3. The Organization will maintain a list of Permitted Representatives with current and terminated access to the Information and shall provide such list to Kira, upon request.
4. Access to the Information by the Permitted Representatives shall be governed by the terms and conditions set out herein, together with the terms and conditions of the Rep Acknowledgement.

Intellectual Property Rights

1. As between Kira, the Organization and the Permitted Representatives, Kira retains all right, title and interest to the Information, including without limitation all intellectual property rights (including copyright) to the Information. Nothing herein shall be construed as giving the Organization any right, title and interest in and to the Information, other than the use and access rights noted above. The Organization shall indemnify, hold harmless and defend Kira and its officers, directors, employees and agents from and against all suits, damages, liabilities, costs, charges and expense resulting from (i) its and/or the Permitted Representatives’ access or use of the Information and/or Models; and/or (ii) it and/or the Permitted Representatives’ failure to meet the obligations set out herein. In no event shall Kira’s liability in relation to or arising out of this contract or the Information exceed, in the aggregate, fifty dollars (\$50.00).

By the Organization:

Signature _____

Date _____

Name (*please print*) _____

Title _____

ADDRESS: _____

Accepted by Kira Inc.:

Signature _____

Date _____

Name (*please print*) _____

Title _____

Please print, complete, and email this form to the address below:

To: science@kirasystems.com

Subject: KIRA INFORMATION RELEASE ACKNOWLEDGEMENT

In the body of your message, include your name and your organization's name.

**PERMITTED REPRESENTATIVE ACKNOWLEDGEMENT-KIRA INC.
INFORMATION RELEASE ACKNOWLEDGEMENT**

I, the undersigned, an individual, employee, consultant or member, acknowledge and agree that, in consideration for being given access to the Information from Kira Inc. by signing below, I agree to be bound by the terms and conditions of the Kira Information Release Acknowledgement, entered into by the Organization (the "Acknowledgement"), attached hereto. I am a Permitted Representative as defined by the Acknowledgement and agree to conduct myself in accordance with, and comply with, the terms and conditions of the Acknowledgement.

By Individual:

Signature _____
Date _____
Name (please print) _____
Title _____
Address _____

Accepted by the Organization:

Signature _____
Date _____
Name (please print) _____
Title _____
Name of Organization _____
Address _____

[NOTE: if this Acknowledgement is signed by an Organization, then that Organizations Permitted Representatives who are individuals must also sign this form as well]

Please complete, sign and return to your Organizations appropriate contact person.

Please print, complete, and email this form to the address below:

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In the body of your message, include your name and your organization's name.