DIVEPLANE CORPORATION
REACTOR COMMUNITY EDITION FREE SOFTWARE LICENSE FAQS

1. **Why are you providing a free version of Diveplane Reactor?** We are excited to announce the release of a free version of our AI software, Reactor(tm), which is called Reactor Community Edition. We believe that everyone should have access to this groundbreaking technology, and we are committed to keeping the humanity in AI. Our free version includes many of the core features of our paid version, with some limitations. We hope that this free version will allow more people to experience the power of AI and to use it to make the world a better place.

2. **Is this license indefinite?** No. This license lasts through December 31, 2023. It is our intention to release an open source version of Reactor Community Edition, which will replace this freeware version.

3. **Can I use Reactor Community Edition for my personal, school, and commercial projects?** You can use Reactor Community Edition in your back-end systems for personal, educational, or commercial purposes. This license will not allow you to provide Reactor Community Edition as part of a service (SaaS), or to ship a hardware or software product that contains Reactor Community Edition.

4. **What if I would like to provide a commercial service or distribute a product that includes Reactor Community Edition?** You cannot do that under the free license, but feel free to contact us for a commercial license of Reactor.

5. **What is in the commercial version of Reactor that is not in Reactor Community Edition?** Many notable features that are geared towards corporations are excluded from Reactor Community Edition, such as scaling, user management, relational database support, and extended feature type support.

6. **Do I have to tell people I am using your software?** If you publish anything (paper, blog post, the Reactor Community Edition output, etc.) or use Reactor Community Edition commercially, we ask in the license that you reference that you used Diveplane's Reactor Community Edition.

7. **Do you collect any information when I download or use Reactor Community Edition?** We generally collect IP addresses of those who visit our website and that includes when you download Reactor Community Edition. Reactor Community Edition also has a call-back that sends some small amount of usage information, such as IP address and version number as Reactor Community Edition is used.

8. **Can I open source Diveplane Reactor Community Edition?** No. First, decompilation of Diveplane Reactor Community Edition is strictly prohibited, and, further, Diveplane Reactor Community Edition is only licensed for use as a compiled application, and open sourcing any portion of Reactor Community Edition is prohibited.

9. **Can I mirror Diveplane Reactor Community Edition on my website?** No. We do not allow redistribution of Reactor Community Edition.

DIVEPLANE CORPORATION
FREE SOFTWARE LICENSE TERMS

PLEASE READ THIS LICENSE AGREEMENT ("Agreement") CAREFULLY. This Agreement is a legally binding agreement between you (sometimes referred to as "You" or "Your") and Diveplane Corporation (referred to as "Diveplane", "Us", "Our", or "We"). You and Diveplane are collectively referred to herein as the "Parties". By accessing and using the Diveplane Software, You agree to be bound by these terms and conditions.

1.   Diveplane Software

a)   *Provided as Is*. You acknowledge and agree that the Diveplane Reactor Community Edition ("Diveplane Software") is provided "as is" with no warranty express or implied under this Agreement, and for use by You. No other services, upgrades, or support are being provided to You, but Diveplane may, at its sole discretion provide upgrades during the Term.

b)   *Grant of License for Your Use Only*. Subject to the terms and conditions of this Agreement, Diveplane hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable right to install, access, and use the Diveplane Software and its output ("Diveplane Output") for commercial or non-commercial purposes as limited by this Agreement.

c)   *Prohibitions*. You may not and shall not permit anyone to (a) copy the Diveplane Software; (b) sublicense, rent, lease, sell, loan, transfer, distribute, translate, reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain the source or object code of the Diveplane Software; (c) modify, add content to, enhance, prepare derivative works from or otherwise change the Diveplane Software; (d) bypass or breach any security device or other protection used by the Diveplane Software; (e) damage, destroy, disable, interfere with or otherwise impede or harm the Diveplane Software, Diveplane systems or Diveplane's provision of services to or from any third party, in whole or in part; (f) access or use the Diveplane Software or other services for purposes of competitive analysis of or creation of competitive software to the Diveplane Software.

d)   *Remote Network Interaction*. Notwithstanding any other provision of this Agreement, this agreement does not permit You to offer services that use the Diveplane Software over a network ("Network Services") that allows users interacting with programs that use the Diveplane Software remotely through a computer network.

e)   *Distribution*. Notwithstanding any other provision of this Agreement, this Agreement does not permit distribution or conveying the Diveplane Software, including embedded in other software or hardware products, to anyone else, nor can you provide the Diveplane Software for download, or place it on a computer or server so that it may be downloaded by another ("Redistributed Copies"). Redistributed Copies are not licensed under this Agreement.

f)   *Suspension*. Diveplane may, and You shall assist Diveplane to, suspend, terminate or otherwise deny Your and/or any User's, or any other person's access to or use of all or any part of the Diveplane Software without incurring any resulting obligation or liability, if: (i) required by a judicial or other governmental demand; or (ii) Diveplane believes, in its reasonable discretion, that You or any User has failed to comply with any material term of this Agreement; or (iii) this Agreement expires or is terminated. Diveplane may terminate this Agreement upon the occurrence of (i) or (ii) in this Section.

g)   *Ownership*. As between Diveplane and You, Diveplane owns and shall own all right, title, and interest in and to the Diveplane Software and all products or services developed by Diveplane in relation thereto, during and after the Term.

h)   *Your Data and Usage Data*. You have sole ownership and/or rights to all Your data supplied by You to the Diveplane Software ("Your Data"). You acknowledge, consent and

agree to Diveplane's collection, use, processing and storage of usage related content from the computer or other devices used to access the Diveplane Software. This may include, but is not necessarily limited to, version number, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed ("Usage Data"). For avoidance of doubt, Usage Data is not Your Data.

i) *Term and Effect of Termination or Expiration.* The term of this Agreement runs from the date You first download, access, or use the Diveplane Software and runs until December 31, 2023 ("Term") unless earlier terminated. You may terminate this Agreement at will. Upon any termination of this Agreement, all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate and You shall immediately deactivate the applicable access credentials, including those of Users, and delete, uninstall, and / or remove all copies of the Diveplane Software and any derivate works.

j) *Survival.* Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

2. Disclaimers and No Warranties

a) *General.* The Diveplane Software is provided "as is" and no warranties, express or implied, are provided for the software. You acknowledge that: (i) the Diveplane Software may contain errors, design flaws or other problems; (ii) access to and/or use of the Diveplane Software may result in unexpected results, loss of Your Data, project delays or other unpredictable damage or loss, and that You should backup all relevant systems and maintain copies of all Your Data used in the Diveplane Software under this Agreement; and (iii) by entering into this Agreement, Diveplane is under no obligation to enter into any subsequent agreement with You related to the Diveplane Software. For the avoidance of doubt, You agree and acknowledge that loss of data and records is a risk in connection with this Agreement and, therefore, agree to configure and backup Your computer system environment and data to prevent the activities contemplated hereunder from causing business interruption, damage to systems, loss of Your Data, or other loss or damage. EXCEPT AS SET FORTH HEREIN, YOU AGREE THAT DIVEPLANE HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF YOUR DATA OR SYSTEMS. You represent, warrant, and covenant to Diveplane that You own or otherwise have and will have the necessary rights and consents in and relating to the Your Data so that, as received by the Diveplane Software and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, privacy or other rights of any third party or violate any applicable law.

b) DIVEPLANE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING USE OF OR RELIANCE ON THE DIVEPLANE SOFTWARE, AND THE DIVEPLANE SOFTWARE IS PROVIDED "AS IS." YOU HEREBY WAIVE, RELEASE AND DISCLAIM ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF DIVEPLANE AND ALL OTHER REMEDIES, RIGHTS AND CLAIMS OF YOURS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT, DEFICIENCY, DATA ACCURACY, OR NONCONFORMITY IN THE SOFTWARE OR ANYTHING ELSE FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM IN TORT, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF DIVEPLANE (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (D) CLAIM OF INFRINGEMENT. DIVEPLANE DOES NOT WARRANT THAT OPERATION OF OR USE OF

THE DIVEPLANE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR ENTIRELY SECURE. YOU WILL BEAR ALL RISK ASSOCIATED WITH ANY USE OF THE INTERNET OR OTHER MEANS OF COMMUNICATION OR DATA TRANSMISSION BY OR ON BEHALF OF YOU UNDER THIS AGREEMENT, AND DIVEPLANE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH SUCH USE. Further, You agree to indemnify and hold Diveplane harmless from and against any third party damages, claims or other liabilities directly or indirectly caused or arising out of any of the following: (i) Your use or non-use of the Diveplane Software; (ii) any content, results or output from any Diveplane Software; (iii) any recommendations based on the content, results or output from any Diveplane Software; (iv) Your failure to identify and correct any inaccuracies and/or errors in the content, results or output of any Diveplane Software; and/or (v) unauthorized or illegal use of Your Data in the Diveplane Software.

c)   IN NO EVENT SHALL DIVEPLANE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER DAMAGES, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE AND LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.   Other Provisions

a)   *Publicity.* If You use the Diveplane Software or its output ("Diveplane Software Output") commercially or in or as a basis of a publication (such as a book, paper, blog post, direct publishing of the Diveplane Software Output, etc.) in any medium, You shall and agree to conspicuously publish an appropriate notice that indicates Your use of the Diveplane Software and / or the Diveplane Software Output.

b)   *Independent Parties.* The parties agree that this Agreement governs the relationship between Diveplane and You for the license of Reactor Community Edition. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent, or employment relationship between Diveplane and You or any User.

c)   *Severability.* If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to its underlying intention.

d)   *No Assignment.* You cannot assign, delegate, or otherwise transfer in any way either this Agreement or any of your rights, duties or obligations hereunder.

e)   *Applicable Law.* This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Delaware, including its statutes of limitation, but without reference to its choice of law principles. Each party hereby consents to the jurisdiction and venue of the state and federal courts located in North Carolina, with regard to any suit or claim arising under or by reason of this Agreement.

f)   *Compliance with Laws.* You shall comply with all applicable laws, regulations, rules, orders, and other requirements, now or hereafter in effect, of any applicable governmental authority, in its performance of activities hereunder.