



QUANTUM CAPTURE

Quantum Capture Inc.

www.QuantumCapture.com

CTRL-HUMAN RUNTIME SOFTWARE LICENSE (D-RTL)

ATTENTION: SUBJECT TO THE PAYMENT OF THE APPLICABLE FEES, THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS LICENSED TO YOU AND NOT SOLD. THE THIRD-PARTY SOFTWARE IS BEING DISTRIBUTED TO YOU BY QUANTUM CAPTURE OR ONE OF ITS DISTRIBUTORS OR RESELLERS, AND SUBJECT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE AGREEMENT, THE THIRD-PARTY SOFTWARE IS BEING LICENSED TO YOU, AND NOT SOLD, BY SUCH THIRD PARTY. THIS AGREEMENT CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES THAT ARE APPLICABLE TO THE SOFTWARE AND THE THIRD-PARTY SOFTWARE.

IMPORTANT: BEFORE INSTALLING, CONFIGURING, OR USING THE SOFTWARE, PLEASE CAREFULLY READ THIS AGREEMENT, WHICH CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LICENSE TO USE THE SOFTWARE AND THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT INSTALL, CONFIGURE OR USE THE SOFTWARE AND PROMPTLY RETURN IT TO QUANTUM CAPTURE OR THE DISTRIBUTOR OR RESELLER FROM WHOM YOU RECEIVED IT WITHIN FIFTEEN (15) DAYS OF YOUR RECEIPT OF THE APPLICATION FOR A REFUND OF ANY AMOUNTS YOU MAY HAVE PAID IN RESPECT TO IT. IF YOU INSTALL, CONFIGURE OR USE THE SOFTWARE, YOU WILL BE ACCEPTING THIS AGREEMENT, AND YOU WILL HAVE ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS AND YOU SHALL NO LONGER HAVE A RIGHT TO RETURN THE APPLICATION AND/OR SOFTWARE FOR A REFUND. THE SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

1. Definitions: In this Agreement:

“Agreement” means this Quantum Capture CTRL-Human Runtime Software License;

“Avatar Application” means any custom enterprise application created by Quantum using the CTRL-Human Platform, built to be compatible with specific hardware, software, and/or a specific server environment. The Avatar Application includes access to compiled software, related documentation, Third-Party Software programs contained therein, if any, a CTRL-Human SDK and additional components as may be required to enable the Avatar Application to function in a specific environment or for a specific purpose, in each case supplied by Quantum therewith.



“CTRL-Human” means Quantum’s proprietary technology which includes the CTRL-Human Platform, Avatar Applications, the CTRL-Human SDK and any related components, materials, processes and tools made available or used by Quantum.

“CTRL-Human Platform” means a software platform made available by Quantum and enables: (i) access by licensed users to and selection from a database of interactive avatars; (ii) configuration of custom avatars; and (iii) the creation of Avatar Applications, where all such avatars and applications can be used for a variety of use cases including use within interactive applications on kiosks and similar devices and on web-based applications.

“Licensor” or **“Quantum”** means Quantum Capture Inc.

“Runtime Application” means a distinct usage scenario created or configured with the Avatar Application and licensed pursuant to a Runtime License. Runtime Applications may be created by/for a customer of Quantum; or, subject to Distribution Terms pursuant to an Enterprise License Agreement, Runtime Applications may be created for a client of a Customer of Quantum, including Customer’s partners (“Customer Partners”) and Customer’s end-users (“Customer End-Users”);

“Your Invoice” means the invoice document provided to you by Quantum or one of its distributors or resellers; and

“You” or **“Your”** means the individual acquiring the Application or any entity on whose behalf such individual is acting. In the case of an entity, “You” includes any entity that by majority voting interest controls, is controlled by, or is under common control with You.

2. License Terms

2.1 Grant of License: Subject to the terms and conditions of this Agreement and Your payment of the applicable fees specified in Your Invoice, Quantum grants You a non-exclusive, non-transferable license to use the Software only as installed on a device for which you have a paid license. You shall not separate the Software from the device on which it is installed. You may make one (1) copy of the Software for archival purposes only. Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You (unless White Labeling Terms have been agreed, in which case you will not be required to show any proprietary markings of Quantum Capture within an Avatar Application, Runtime Application nor on any hardware). Binary code versions of certain third-party software may be embedded in or delivered with the Software (“Third-Party Software”). If a separate license agreement for an item of third-party software is: delivered to You with the Software or referenced in any material that is provided with the Software, then such third-party software shall be Third-Party Software and such separate license agreement shall govern Your use of that item or version of such third-party software. Your right to use any Third-Party Software or other third-party content provided with the Software shall be limited to the use necessary to operate the Software as permitted by this Agreement. No other rights in the Software or Third-Party Software are granted to You. Notwithstanding the foregoing, in the case of Third-Party Software that is licensed pursuant to



open-source licenses that prohibit the imposition of any restrictions on use beyond those contained in such open-source licenses, the restrictions on use contained in this Agreement shall not be applicable to such Third-Party Software.

2.2 Restrictions: The terms set forth in this Section 2.2 shall constitute conditions to the license granted in Section 2.1. You shall not reverse engineer, disassemble, reverse translate, decompile or in any other manner decode the Software except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary. You shall not distribute, lease, rent, grant a security interest in, assign, or otherwise transfer the Software. You shall not modify or create any derivatives works of the Software or merge all or any part of the Software with another program. You acknowledge that the Software contains confidential information and know-how and You shall not use such confidential information or know-how except to the extent necessary to exercise the rights granted to You under Section 2 of this Agreement. For greater certainty, You shall not disclose any performance, benchmarking, or feature-related information about the Software. You further agree not to disclose, transfer or otherwise provide to any third party any portion of the Software or confidential information or know-how, except as explicitly permitted herein.

3. Runtime Application.

3.1 License Grant. Subject to the terms and conditions contained in this Agreement and upon a deployment, and as long as you meet any applicable payment obligations, Quantum grants you a limited, exclusive, nontransferable, non-sublicensable and worldwide right to use Runtime Application in accordance with the Ordering and Activation terms, provided to you by Quantum if applicable, or, in accordance with the terms provided to you by a distributor of Quantum. Notwithstanding the foregoing you may transfer a Runtime Application to your End Users in accordance with the terms of the foregoing license, provided that such parties shall have no further or additional rights to use the Software and cannot access or extract it from any file you provide.

3.2 Restrictions – Runtime Application You acknowledge and agree that a Runtime Application is licensed, not sold. You agree not to use, nor permit any third party to use, a Runtime Application in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- a. Resell, transfer or distribute a Runtime Application in any manner other than as expressly permitted herein;
- b. To the extent that source code is contained within a Runtime Application, reverse engineer, decompile, or disassemble any part of such source code;
- c. Remove or modify any notice of copyright, trademark or other proprietary right, or any other copyright management information or metadata, from any place where it is on or embedded in a Runtime Application, subject to White Labeling Terms specifically outlined in Section 2.1;



QUANTUM CAPTURE

- d. Use a Runtime Application in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.

4. Limited Warranties: Quantum warrants that the Software will perform substantially in accordance with its accompanying documentation for a period of thirty (30) days from the date the Software is delivered to You. Quantum does not, however, warrant that the Software will be free of all defects, errors, or inaccuracies. Quantum does not warrant that the Software will meet Your requirements. If the Software does not perform in accordance with the warranties set forth in this Section 4, Your exclusive remedy, shall be, at Quantum's sole option, to (i) return the fees paid for the Software rights granted under this Agreement, or (ii) repair or replace the Software.

5. DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTION 4, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND. WITHOUT LIMITATION, QUANTUM AND ITS AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS DISCLAIM ANY EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY STATUTE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE RISK OF THE USE OF THE SOFTWARE SHALL BE BORNE BY YOU. NEITHER QUANTUM NOR ANY OF ITS AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS MAKE ANY REPRESENTATION OR PROVIDE ANY CONDITIONS AND/OR WARRANTIES ABOUT THE SUITABILITY OF THE SOFTWARE OR ABOUT ANY INFORMATION AND/OR DATA THAT MAY BE PROCESSED BY OR MADE AVAILABLE USING THE SOFTWARE.

6. LIMITATION OF LIABILITY: NEITHER QUANTUM NOR ANY OF ITS AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE SOFTWARE, OR RELATED TO ANY SERVICES PROVIDED TO YOU BY QUANTUM (INCLUDING ITS AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) IN RELATION TO THE SOFTWARE FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF QUANTUM (INCLUDING ITS AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR FUNDAMENTAL BREACH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF QUANTUM (INCLUDING ITS



QUANTUM CAPTURE

AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE SOFTWARE, OR RELATED TO ANY SERVICES PROVIDED TO YOU BY QUANTUM (INCLUDING ITS AFFILIATES, QUANTUM'S, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) IN RELATION TO THE SOFTWARE, EXCEED THE FEES PAID BY YOU FOR THE SAME IN CONNECTION WITH THE RIGHTS GRANTED UNDER THIS AGREEMENT.

THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER QUANTUM NOR ANY OF ITS QUANTUM S OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. Term: This Agreement shall continue for as long as You use the Application under an active, paid license, however, it will terminate, without notice from Quantum, if You fail to comply with any of its terms or conditions. You must, upon termination, destroy all copies of the Software. You may terminate this Agreement by destroying all copies of the Software under Your control and notifying Quantum of such destruction. In addition to this Section, the Sections entitled Definitions, Limited Warranties, Disclaimer of Warranties, Limitation of Liability, Title, Third-Party Beneficiaries, and General shall continue in force even after any termination of this Agreement.

8. Support and Updates: This Agreement does not grant You the right to any updates or enhancements of the Software or the right to receive any technical support in respect to the Software. Such updates and other technical support services, if available, may be purchased separately from Quantum or a distributor of Quantum. Use of such updates or enhancements shall be governed by the terms and conditions of this Agreement.

9. Title: All right, title, and interest (including all intellectual property rights) in, to, and under the Software (including all copies thereof) shall remain with Quantum and its licensors.

10. U.S. Government End-Users: The Software is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement for the Software consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of this Software and related documentation is further restricted by the terms and conditions of this Agreement. For the purposes of any applicable government use, the Software was developed exclusively at private expense, and is a trade secret of Quantum Capture Inc. for the purpose of any Freedom of Information legislation or any other disclosure statute, regulation or provision.

11. Export Restrictions: The Software and related information are subject to export and import restrictions. By installing, configuring or using the Application, You are representing and warranting that You are not located in, under the control of, or a national or resident of any



QUANTUM CAPTURE

country to which the export of the Software or related information would be prohibited by the laws and/or regulations of Canada or the United States. You are also representing and warranting that you are not an individual to whom the export of the Software or related information would be prohibited by the laws and/or regulations of Canada or the United States. You shall comply with the export laws and regulations of Canada and the United States that are applicable to the Software and related information and You shall comply with any local laws and/or regulations in Your jurisdiction that may impact Your right to export, import, or use the Software or related information, and You represent and warrant that You have complied with any such applicable laws and/or regulations. The Software shall not be used for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Software or related information.

12. Intellectual Property: Quantum Capture and CTRL-Human are trademarks or registered trademarks of Quantum Capture Inc.

13. Third-Party Beneficiaries: You are hereby notified that there may be third-party beneficiaries to this Agreement. To the extent that this Agreement contains provisions that relate to (i) the use by You of certain components of the Software in which such third parties have an interest, or (ii) services provided by affiliates, licensors, subcontractors, and/or distributors of Quantum; the intellectual property protection and limitation of liability provisions of this Agreement are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by Quantum. Every right, exemption from liability, release, defence, immunity and waiver of whatsoever nature applicable to Quantum under this Agreement shall also be available and shall extend to benefit and to protect Quantum's officers, directors, and employees and for such purposes Quantum is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons.

14. General: This Agreement is the entire agreement between You and Quantum Capture in respect to the Software, superseding any other agreement or discussions, oral or written, and may not be changed except by a written license agreement with Quantum or a distributor of Quantum. The terms and conditions of this Agreement shall prevail over any pre-printed terms on any quotes, orders, purchase orders, or purchase order acknowledgements, and shall prevail over any other communications between the parties in relation to the Software and the Software shall be deemed to be licensed pursuant to the terms and conditions of this Agreement unless You have executed a written license agreement with Quantum or a distributor of Quantum, in which case the Software shall be deemed to have been licensed pursuant to the terms and conditions of such written license agreement. You may not assign this Agreement whether voluntarily, by operation of law, or otherwise without Quantum's prior written consent. Quantum may assign this Agreement at any time without notice. The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. If any provision of this Agreement is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this Agreement and such remaining provisions shall be reformed only to the extent



QUANTUM CAPTURE

necessary to make them enforceable under such circumstances. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. No choice or conflict of laws rules of any jurisdiction shall apply to this Agreement. You shall only be entitled to bring any action or proceeding arising out of or relating to this Agreement, the Software or any services provided in respect to the Software in a court in Ottawa, Ontario, Canada, and You consent to the jurisdiction of such courts for any such action or proceeding. You waive all rights that You may have or that may hereafter arise to contest such jurisdiction of such courts for any action or proceeding brought by You. You hereby waive any right You may have to request a jury trial with respect to any action brought by You in connection with this Agreement, the Software or any services provided in respect to the Software. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The Uniform Computer Information Transactions Act does not apply to this Agreement.

THIS D-RTL LAST UPDATED: August 1, 2025

© Quantum Capture Inc. All Rights Reserved.

Quantum Capture Inc. 116 Geary Ave Suite 201, Toronto, ON, M6H 4H1