

AI GAMES
BY CORRELATION ONE

USER AGREEMENT
AND TERMS OF SERVICE

Please review carefully the following User Agreement and Terms of Service (the “Terms,” “TOS,” Terms of Service,” or “Agreement”). Your use of the AI Games platform, website, and any and all game or other content therein (the “Platform,” the “Game” or the “Site”) are subject to these Terms, which constitute a binding and enforceable agreement between you and Correlation One, Inc. (“Correlation One” or the “Owner”). All Site content is subject to change without notice.

We ask that you indicate your agreement to these Terms by clicking the appropriate button. In any event, if you access, download, or use the Site or any portion thereof, you will be automatically deemed to accept these Terms. If you are not in agreement with these Terms, you are prohibited from using the Site.

1. User Eligibility and Qualification

A. Age. None under the age of 13 is permitted to use the Site. If you are located in the European Union (the “EU”) and are under 16 years of age, you may not use this site without your parent or guardian’s consent granted to Correlation One. If you reside in the United States (the “US”) and are under 18 years of age or under the age of majority in your state, we may require parental or guardian consent before permitting your use of the Site.

B. Eligibility Representations. By using the Site you represent that you are of the age of majority (16 years for residents of the EU and 18 years for residents of the US) and/ or have provided written parental consent to Correlation One.

C. Change of Access. We may at any time and for any reason whatsoever in our sole and unlimited discretion suspend, terminate or limit your access to the Site or any portion thereof.

D. Change of Terms. We may change these Terms or any portion of the Site at any time and for any reason in our sole and unlimited discretion. Your use of the Site after such changes take effect constitutes acceptance of these changes.

2. Limited Usage License

A. Ownership. Correlation One (and its partners or affiliates) is the owner of the Site and any related materials or content. The Site. All of the content therein are intended solely for the use by authorized users who are expressly allowed access to the Site by Correlation One and who have agreed to these Terms. The

Site and any related content, including without limitation any of the AI Games, graphics, images, text, software, code, screen shots, text, digitally downloadable files, trademarks, logos, service marks, product and program names, slogans, and the compilation of the foregoing, including, without limitation, the names and logos therein, such as AI Games, Correlation One, and all others (collectively, the "Site IP") are the exclusive property of Correlation One or its affiliates. The Site IP is protected by the domestic and international intellectual property laws and/or constitutes non-public proprietary information of Correlation One.

B. Limited License and Use. You are allowed a limited, non-exclusive, revocable license to use the Site IP solely for personal non-commercial purposes and only for the intended purpose as a gaming platform for entertainment, practice, assessment, evaluation, recruitment, and training or other, similar uses as directed by Correlation One. You may not download, display, or use any Site IP for any reason whatsoever, other than participating in the Game or using the Platform for its intended purpose. Nothing herein contained is intended or shall be interpreted to grant to you or any other party any rights in the Site IP, except the limited license expressly described in this paragraph. You may not take any action to undermine, dilute, diminish or derogate any intellectual property rights of Correlation One in the Site IP. You agree not to dispute or otherwise challenge any intellectual property rights or ownership of the Site IP and shall take no action to claim ownership of any portion of the same. You agree not to misuse any of the Site IP. Correlation One may, in its sole and unlimited discretion, discontinue, limit, suspend, or terminate your access to the Site and the Site IP in the event of any actual or suspected violation of these Terms.

C. Prohibited Uses. In addition to other provisions governing use of the Site and Site IP, the following are expressly prohibited: (a) any conduct that is unlawful, tortious, abusive, harassing, libelous, defamatory, embarrassing, obscene, or invades privacy; (b) uploading, posting, reproducing, or distributing any material protected by copyright, patent, or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) collecting personal data of others; (d) any commercial use; (e) uploading any advertising or promotional materials or any other form of solicitation; (f) transmitting any software or code that might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment; (g) any use that is unreasonably burdensome for the Correlation One systems; (h) interfering with other parties; (i) any use that is or for the purposes of competition with the business of Correlation One; (j) any use intended to obtain an unfair competitive advantage in any Game or in connection with the Platform; (k) disassembly, reverse engineering, disaggregation, reproduction, republishing, redistribution of any portion of the Site IP. You may not use any data mining, robots or similar data gathering and extraction programs or methods, whether automated or manual, to access, acquire, copy or monitor any portion of the Site or any data and content found on the Site.

D. Account and Password Protection. Access to the Site is limited to persons with appropriate credentials and passwords issued by Correlation One or third parties. You may not obtain access to such password protected portions of the Site or any other protected materials. Any Site account or other account used to access the Site shall contain current, complete, and accurate information about you. The User name chosen shall not be scandalous or obscene. You are solely responsible for maintaining confidentiality of your login information. Any activity that occurs under your account credentials is your sole responsibility. You shall keep your password and login information strictly confidential and shall not share the same with anyone.

E. Activity Monitoring. Correlation One may, but shall not be obligated, to monitor user activity on the Site. To this end it may access, store, or survey any data, information, or activity occurring on any User account for the any purpose, including without limitation, compliance, quality control, development, and others. In no event shall Correlation One be responsible for any such monitoring.

3. User Content

A. Definition of User Content. As part of your use of the Site and in certain areas thereof, including the Game, you may choose to submit data, code, software, text, images, files, or other materials (“User Content”). For the avoidance of doubt, any and all information and materials submitted by you through the Site or directly to Correlation One shall be considered User Content.

B. Prohibited Content, User Representation. User Content may be published on the Site for anyone to view and download. Correlation One shall not have any liability to you for any use of the User Content by any party. You represent and warrant to Correlation One that none of your User Content shall contain any of the following prohibited User Content: (a) any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, or otherwise objectionable or inappropriate as determined by Correlation One in its sole and unlimited discretion; (b) any content that contains personal information about anyone, violates the privacy/publicity of any person or entity; (c) anything that you are under a contractual obligation to keep private or confidential; (d) any content that may adversely affect the operation of the Site, or feature of the Site; and (e) any code or software solution submitted as part of any Game that copies the content created by any other User or participant. You represent and warrant that you own all User Content submitted, displayed, published, or posted by you on the Site and otherwise have the right to grant the license set forth herein, and the displaying, publishing, or posting of any User Content, and/or our use thereof, and use thereof by any third party, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights, or any other intellectual property rights or other rights of any person or entity.

C. Access Restriction and Cancellation. You agree that you have no rights to access the Site or any account, username, or other means of access. We may cancel your account and delete all User Content submitted by you or otherwise associated with your account at any time, without notice, in our sole and unlimited discretion. Correlation One assumes no liability for any information, including User Content, removed from our Site, and reserves the right to permanently restrict access to the Site or a user account.

D. Assignment of Rights and Title to User Content. In consideration for being allowed access to the Site and Site IP and other good and valuable consideration, and by accessing the Site and/or creating, displaying, publishing, submitting or otherwise posting any User Content, you grant and assign to Correlation One full ownership right, interest and title to all User Content worldwide and in perpetuity. User Content shall include, without limitation any and all discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Such ownership rights include, without limitation, the ability to use, modify, publicly perform, publicly display, reproduce, and distribute all such User Content on the Site or otherwise in any medium whatsoever to view, download, modify, creative derivative works from, edit, and otherwise use User Content without time, territorial, and/or other usage limitations and without the requirement to make payment to you or to any third party or the need to seek any third party permission. If you have any rights that cannot be assigned to Correlation One, you hereby unconditionally and irrevocably grant to Correlation One during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, any such works subject to the rights that cannot be transferred.

E. Sharing User Content. We may share the User Content with other parties in our discretion. With respect to any personally identifiable information submitted as part of any Game or gaming experience, including, without limitation, name, address, electronic mail, telephone, work and educational experience and qualifications, and similar information, we may share such information with our partners for the purposes of analysis, evaluation, product development, quality control, and recruitment. The provisions of this Section 3.E augment and supersede our Privacy Policy (as defined below).

F. Moral and Publicity Rights. As the owner of all User Content, Correlation One may host, index, cache, distribute, and tag any User Content, as well as the right to provide or distribute User Content to third parties, including third parties,

and other users for any purposes whatsoever. In connection with any permitted uses described in this paragraph, you hereby grant Correlation One, other users of the Site, and Correlation One's licensees the right to use your name, image, likeness, and screen name. Any assignment of your rights includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," or the like.

G. Other Documents. You agree to execute any documents as are reasonably requested by Correlation One to effect the transfer of the ownership rights described herein.

4. Links to Other Sites.

The Site may provide links to other web sites or resources. Correlation One and its third party providers are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Correlation One and its third party providers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, inability to use or reliance on any such content, goods or services available on such external sites or resources.

5. DISCLAIMER OF WARRANTY

A. NO WARRANTIES OR REPRESENTATIONS. CORRELATION ONE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, SITE IP, OR USER CONTENT AND/OR THE ACCURACY, ADEQUACY, RELIABILITY, TIMELINESS, COMPLETENESS, SUITABILITY, OR OTHER CHARACTERISTICS OF THE INFORMATION AND MATERIALS CONTAINED ON OR PRESENTED THROUGH THE SITE OR OTHERWISE IN CONNECTION THEREWITH. THE SITE AND ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, AND ON AN "AS AVAILABLE" BASIS. CORRELATION ONE HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SITE, SITE IP, USER CONTENT, AND ANY MATTER RELATED TO THE SITE AND SUCH CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND AVAILABILITY. CORRELATION ONE EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS IN THE SITE OR THE INFORMATION AND MATERIALS CONTAINED THEREIN.

B.

C. SECURITY AND PRIVACY RISKS. YOU ACKNOWLEDGE THAT YOU ARE AWARE THAT BY USING THIS SITE, AS WITH ANY OTHER WEBSITE

ON THE INTERNET, YOU MAY BE SUBJECT TO SECURITY AND PRIVACY EXPLOITATIONS, INCLUDING, EAVESDROPPING, SNIFFING, SPOOFING, HACKING, BREAKING PASSWORDS, HARASSMENT, EXPOSURE TO OBJECTIONABLE MATERIAL, POSTURING, AND/OR OTHER SECURITY OR PRIVACY HAZARDS.

CORRELATION ONE ASSUMES NO RESPONSIBILITY FOR, AND MAKES NO WARRANTIES THAT, INFORMATION, SERVICES OR FUNCTIONS CONTAINED AT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES, WORMS, "TROJAN HORSES," OR OTHER HARMFUL COMPONENTS. CORRELATION ONE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY TYPE OR KIND RESULTING FROM ANY SUCH VIRUSES OR SIMILAR MALWARE.

6. LIMITATION OF LIABILITY

A. NO LIABILITY FOR SITE USE, INDIRECT DAMAGES. CORRELATION ONE IS NOT RESPONSIBLE FOR DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR YOUR INABILITY TO USE THE SITE. IN NO EVENT SHALL CORRELATION ONE OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY PORTION OF THE SITE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LIQUIDATED, OR OTHER CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, ARISING FROM YOUR USE OF THE SITE.

B. EXCLUSIVE REMEDIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CORRELATION ONE IS TO STOP USING THE SITE AND TO CANCEL ALL ACCOUNTS REGISTERED TO YOU.

C. Limitation of Liability. To the fullest extent permitted under the law, in no event shall Correlation One's aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to Correlation One during the six (6) months immediately prior to the date of accrual of any underlying claim or the sum of \$10,000, whichever is greater. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. Indemnification

You agree to defend, indemnify, and hold Correlation One, its affiliates, partners, directors, employees, officers, contractors, successors and assigns (the "Correlation One Parties") harmless against any claim, presentment, demand,

liability, damage, loss, cost or expense, including reasonable attorney's fees, arising out or related to your use of the Site or any portion thereof or any violation of these Terms or any other law, rule, or regulation.

8. Governing Law and Dispute Resolution

A. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard for its conflict of laws rules.

B. Arbitration. Any dispute arising under or relating to this Agreement or the Site (each, a "Dispute"), including the existence or validity of any terms hereof, shall be submitted to and settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. . Each party will be responsible for paying any AAA filing, administrative, and arbitrator fees in accordance with AAA rules. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The dispute shall be determined by a sole arbitrator, and the arbitration shall take place in the County and State of New York. The decision of the arbitrator shall be final and binding. Any litigation in connection with the arbitration or the enforcement of the award may be brought only and exclusively in a court of competent jurisdiction in the County and State of New York. Nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

C. Class Action Waiver. You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

D. Equitable Relief. In the event of a dispute concerning the Site IP or any of our intellectual property rights, we may ask the court to issue an injunction or similar relief against you to stop unauthorized use or other violation. You agree that damage to us in this case would be irreparable and consent irrevocably to the exclusive jurisdiction of the courts of the appropriate jurisdiction located in the County and State of New York.

9. Digital Millennium Copyright Act

We respect the intellectual property rights of others and request that visitors to the Site and players of our Game(s) do the same. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. 512(i) (the "DMCA"), Correlation One has adopted and implemented a policy, which provides for the termination in appropriate circumstances of subscribers and users of a Game, the Site or the Service who are repeat infringers.

If you believe that your work has been copied and is accessible on the Site or in a Game in a manner which constitutes copyright infringement, you may provide an appropriate notice to us at Correlation One, Inc., attn.: DMCA Compliance, 254 West 54th Street, New York, NY 10019. In accordance with the DMCA, the notice should contain (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work that you allege is being infringed, or, if multiple copyrighted works are to be covered by a single notification, a representative list of such works; (c) a description of the allegedly infringing material and information sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or an e-mail address; (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed.

10. Privacy Policy

The collection and use of private data by Correlation One is governed by our Privacy Policy available at www.correlation-one.com/privacy, except as otherwise provided in these Terms. The terms of our Privacy Policy terms are made a part of these Terms by reference. Please read our Privacy Policy for more information about our information collection and use practices. By using the Site, you hereby acknowledge that you have read our Privacy Policy and consent to the practices set forth therein. For the avoidance of doubt, in the event of any conflict or inconsistency between these Terms and the Privacy Policy, these Terms shall control.

11. General Terms

A. Force Majeure. Our non-compliance with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond our reasonable control, shall not be deemed a breach.

B. No Waiver. Our action or non-action on any violation of these Terms shall not constitute a waiver of any such violation or any future breach.

C. Successors and Assigns. All of the provisions of these Terms inure to the benefit of Correlation One's successors and assigns.

D. Entire Agreement. These Terms constitute an entire and complete agreement and supersede any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto. These Terms may only be modified by Correlation One as provided herein.

BY PROCEEDING TO USE THE SITE YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THEM.