



Catalyst: Strategic

Soul Machines: Application of A.I. in Health Research December 2021 investment

Under this investment, Soul Machines will provide the successful research teams with access to its 'Digital People' A.I. Product Environment for the duration of the projects.

To be eligible for funding under this investment, applicants must confirm that they have read and are prepared to accept the terms of use for the A.I. Product outlined below, including compliance with Soul Machines' Ethics Policy during the project.

Agreement to these terms will be a contract condition for each successful project. Please ensure that you have read these carefully prior to applying.

1. **Intellectual Property Rights**

1.1 The Research Providers agree, and will procure that its Research Team(s) including each Research Participant in such Research Team agree, to, and comply with, the terms set out in this clause:

- (a) Subject to ongoing compliance with these terms, Soul Machines grants to each member/participant in Research Teams (each a **Research Participant**), a non-exclusive, non-transferrable, non-sublicensable, revocable limited licence to access and use the AI Product (and any Existing Intellectual Property Rights necessary) during the Project Term solely for the Project and in accordance with the Purpose (**Research Licence**).
- (b) Research Teams are permitted, in accordance with the Research Licence, to conduct up to but no more than 5,000 AI "Conversations" per month during the Project Term for no charge. Should a Research Team seek to conduct AI Conversations in excess of the prescribed limit (unless Soul Machines, at its sole discretion, accepts to waive the following cost per additional Conversation), any such additional Conversations will be subject to Soul Machines' prior written consent, with a cost per additional Conversation to be agreed with Soul Machines.
 - i. For clarity, an AI "Conversation" means conversations and/or verbal interactions with the AI Product ranging from 5 seconds to 3 minutes in duration (each a **Conversation**).



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- (c) Research Teams and Research Participants shall not themselves, and shall not authorise any third party to, directly or indirectly:
- i. decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of, reconstruct, or discover any hidden elements of the AI Product (except to the extent expressly permitted by this agreement or applicable law);
 - ii. translate, adapt, or modify the AI Product, or any portion of any of the foregoing;
 - iii. write or develop any program based upon the AI Product, or any portion thereof, or otherwise use the AI Product in any manner for the purpose of developing products or services that compete with the AI Product;
 - iv. sell, sublicense, transfer, assign, lease, rent, distribute the AI Product or any rights thereto;
 - v. use the AI Product for the benefit of, or allow access to the AI Product by, unauthorised persons;
 - vi. transmit unlawful, infringing or harmful data or code, or content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable at the discretion of Soul Machines, to or from the AI Product;
 - vii. alter or remove any trademarks or proprietary notices contained in or on the AI Product;
 - viii. circumvent or otherwise interfere with any authentication or security measures of the AI Product, or otherwise interfere with or disrupt the integrity or performance thereof;
 - ix. use the AI Product in a manner that violates this agreement, any third party rights or any applicable laws or regulations;
 - x. use the AI Product in furtherance of illegal activities, or any activities that may be harmful to any third party, or Soul Machines' operations or reputation; and/or
 - xi. otherwise use the AI Product except as expressly permitted hereunder.



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- (d) To the extent that any Soul Machines Intellectual Property Rights (including Existing Intellectual Property Rights such as the AI Product) is required for the ongoing development of, use and/or commercialisation of any Project Intellectual Property Rights developed by Research Teams at the expiry of the Term, then the Research Team may approach Soul Machines to negotiate terms of a licence from Soul Machines to use such Soul Machines Intellectual Property Rights for an agreed purpose. Any such licence granted by Soul Machines is at its sole discretion, and Soul Machines shall have no obligation to provide such licence.
- (e) In the event Soul Machines agrees to work with a Research Team on joint development or interoperability (in relation to Project Intellectual Property Rights or otherwise), such development will be subject to a separate agreement entered into by the parties.
- (f) For opportunities where any Research Team intends to sell, license, distribute, commercialise or otherwise dispose of Project Intellectual Property Rights, the Research Team will notify Soul Machines of such intent and provide sufficient detail to permit Soul Machines to evaluate its interest in the opportunity. After such notification, Soul Machines shall notify the Research Team within thirty (30) days of its interest (or lack thereof) in pursuing such opportunity. If Soul Machines indicates that it wishes to pursue such opportunity, the parties shall within sixty (60) days following Soul Machines' notice engage in good faith negotiations of the terms of an agreement regarding the opportunity. If Soul Machines notified the Research Team that it is not interested in pursuing the opportunity or if the parties cannot negotiate mutually acceptable terms of such agreement within such 60-day period, the Research Team may pursue such opportunity without Soul Machines.
- (g) In the event that:
- i. a Research Team and/or any Research Participant breaches any of the terms recorded in this clause;
 - ii. Soul Machines reasonably considers that a Research Team and/or any Research Participant has caused (or is going to cause) damage to Soul Machines' reputation and goodwill in the SOUL MACHINES brand; and/or



- iii. Soul Machines reasonably considers that any Research Team, Research Participant and/or their research does not comply with the Ethics Policy referred to in clause 2;

Soul Machines may (at its sole discretion):

- iv. suspend the Research Participant's Research Licence (or Research Participants' where there are multiple parties involved) and access to the AI Platform pending further discussion and/or investigation by Soul Machines, following which Soul Machines may impose additional obligations, restrictions and/or terms on the Research Participant and/or wider Research Team to reinstate their Research Licence for continued access to the AI Product; and/or
 - v. terminate the Research Participant's Research Licence and revoke all access to Soul Machines' Intellectual Property Rights in the AI Product.
- (h) Where the MOU between the Ministry and Soul Machines is terminated (for any reason) or on its expiry, Soul Machines may revoke Research Teams' and Research Participants' access to the AI Product and terminate all Research Licences and rights to use any associated Soul Machines Intellectual Property Rights.
- (i) Except for those rights expressly granted in this clause, no other rights are granted by Soul Machines, either express or implied, to Research Teams.

2. Ethics

- 2.1 The Research Providers accept, and will procure that its responsible Research Team(s), including each Research Participant, will also accept and comply with the Soul Machines Ethics Policy during the Project, as available on the Soul Machines website (and as updated from time to time) at https://www.soulmachines.com/wp-content/uploads/Ethics_Policy_1.0-1-1.pdf,