

CORTEX PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE PROMOTION, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES (THE “OFFICIAL RULES”) CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Cortex Promotion (the “Promotion”) shall begin at 12:01 a.m. PT on November 10, 2022 (the “Promotion Start Date”) and end at 11:59 p.m. PT on November 30, 2022 (the “Promotion End Date”, and such period referred to herein as the “Promotion Period”). The Promotion is sponsored by Cortex Applications Inc. (the “Sponsor”). ANY VIOLATION OF THESE OFFICIAL RULES BY ANY ENTRANT MAY RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED.

1. HOW TO ENTER: To enter, participants must schedule a demo with the Sponsor by completing the form located at https://go.cortex.io/Developer-Portals-Webinar_Demo-Promo.html during the Promotion Period.

Participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor. No illegible, incomplete, forged or altered entries will be accepted. All entries must be received by the last day of the Promotion Period. Limit to one (1) entry per person. All entries are subject to these Official Rules.

2. PRIZE: The first twenty (20) eligible entrants who schedule a demo during the Promotion Period (the “Winners”) will receive one (1) Amazon or Visa gift card, each with an approximate retail value of \$50.00 (the “Prize”). The total approximate retail value of all Prizes is \$1000.00. The odds of winning the Prize depend on the number of eligible entries received during the Promotion Period. Allow 3-4 weeks after validation of arrangement for receipt of Prize. There is no substitution, cash equivalent or transfer of the Prize allowed. The Winners will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute the Prize of equal or greater value. No other substitution or transfer of the Prize permitted. The Sponsor is responsible only for Prize delivery; Sponsor is not responsible for Prize utility, quality or otherwise. In order to receive the Prize, each Winner may be required to provide proof of identification. **THE WINNERS MUST PROVIDE ALL TRUE, COMPLETE AND ACCURATE INFORMATION REQUESTED BY THE SPONSOR TO FACILITATE THE DELIVERY OF THE PRIZE, AND BEAR ALL RESPONSIBILITY IN CONNECTION THEREWITH.** All federal, state, provincial and local or other taxes on the Prize, including income and/or sales taxes, are the sole responsibility of each Winner.

3. ELIGIBILITY: The Promotion is only open to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) who are 18 years or older at the time of entry and who registered for or attended Cortex’s webinar “Still using spreadsheets to track your services? You need a developer portal.” on November 9, 2022. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Promotion, each entrant represents that they have read these Official Rules and unconditionally accepts and agrees to comply with and

abide by these Official Rules and the decisions of the Sponsor and warrants that s/he is eligible to participate in the Promotion. Failure to comply with the terms and conditions in these Official Rules will result in disqualification, and will allow the Sponsor to select an alternate Winner. Employees, independent contractors, officers, directors, and any current customer of the Sponsor, affiliates, subsidiaries, partners, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Promotion. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

4. SELECTION OF WINNER: The first twenty (20) eligible entrants who schedule a demo during the Promotion Period are the Winners. Each Winner will be notified by mail, telephone or email using the contact information provided during the entry process. The Sponsor may request certain information, including date of birth or age and/or verification of registration or attendance at the Cortex webinar “Still using spreadsheets to track your services? You need a developer portal.”, from the Winners in order to confirm eligibility. The Prize must be claimed in full. In the event that a Winner does not accept the Prize within three (3) business days of Sponsor notifying such Winner, such Winner is ineligible, or the Prize or Prize notification is not deliverable to such Winner, then an alternate Winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify any Winner. Each Winner agrees to use of name, address, likeness, and/or Prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, each Winner may be required to sign and return a Publicity Consent and Liability Release.

5. CONDITIONS: The Sponsor and its agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the “Released Entities”), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the Prize, or acceptance, possession, or use of the Prize, or from participation in the Promotion; or (f) any printing or typographical errors in any materials associated with the Promotion. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention or other causes beyond the Sponsors’ control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In the event that proper administration of the Promotion is prevented by such causes as contemplated above, the Sponsor will pick each Winner from all eligible, non-suspect entries received prior to such action. By participating in the Promotion, participants and each Winner agrees to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of such Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to such Promotion, participation in such Promotion, the Prize, and/or acceptance, possession, use or misuse of the Prize, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity. The Promotion shall be governed by New York law.

6. ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. **Agreement to Arbitrate.** This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the Prize, acceptance, possession, use or misuse of the Prize (including any alleged breach

thereof), any advertising, any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).*

c. Pre-Arbitration Dispute Resolution. Sponsor is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant's satisfaction by emailing events@info.cortex.io. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to Cortex Applications Inc., 1930 Kocher Drive, San Jose, California 95125 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If

your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 6(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 6(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

7. WINNERS LIST: To obtain the first name, last initial, city and state of the Winners after the Promotion End Date, send a separate self-addressed, stamped envelope marked “Cortex Promotion Winners List” to the Sponsor. Requests for winners list must be received no later than ninety (90) days from the Promotion End Date (residents of Vermont and Washington need not include return postage).

8. PROMOTION SPONSOR:

Cortex Applications Inc.
1930 Kocher Drive
San Jose, CA 95125

9. NOTICE: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

10. Copyright ♥2022, Cortex Applications Inc. All rights reserved. Cortex and the associated logos are trademarks of Sponsor. Any other trademarks in these Official Rules are used for Prize identification purposes ONLY and are the properties of their respective owners.

