

AUTHORIZED USER TERMS OF USE

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These Software Terms of Use ("**Terms of Use**") govern your use of Humanetics products, including software and cloud services (the "**Services**"), including all **user** manuals, technical manuals, and any other materials provided by Humanetics, in printed, electronic, or other form, that describe the Services or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to a Software as a Service Agreement (the "**SaaS Agreement**") between Humanetics Innovative Solutions, Inc. ("**Humanetics**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Services are installed or accessed ("**Licensee**").

BY ACCESSING THE SERVICES YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SERVICES; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS THE SERVICES AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SERVICES.

- 1) **Changes to the Terms of Use.** Humanetics may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when they are posted, and apply to all who access and use the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
- 2) **License Grant.** Subject to your compliance with these Terms of Use, Humanetics hereby grants you a non-exclusive, non-transferable, non-sublicensable, license to use the Services solely in accordance with the Documentation, as installed or accessed on the equipment provided by Licensee and for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:
 - a) the expiration or earlier termination of the SaaS Agreement between Humanetics and Licensee; or
 - b) your ceasing to be authorized by Licensee to use the Services for any or no reason.
- 3) **Use Restrictions.** You shall not, directly or indirectly:
 - a) use the Services or Documentation except as set forth in Section 1;
 - b) copy the Services or Documentation, in whole or in part;
 - c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or any part thereof;
 - d) combine the Services or any part thereof with, or incorporate the Services or any part thereof in, any other programs;

- e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
 - f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Services or Documentation, including any copy thereof;
 - g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or any features or functionality of the Services, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - h) use the Services or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems;
 - i) use the Services or Documentation in violation of any law, regulation, or rule; or
 - j) use the Services or Documentation for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to the Humanetics' commercial disadvantage.
- 4) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Humanetics may temporarily suspend your access to any portion or all of the Services if: (i) Humanetics reasonably determines that (A) there is a threat or attack on any of the Services; (B) your use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of Humanetics; (C) you are using the Services for fraudulent or illegal activities; or (D) Humanetics' provision of the Services to you is prohibited by applicable law; (ii) any vendor of Humanetics has suspended or terminated Humanetics' access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) Licensee's right to access the Services have been terminated under the SaaS Agreement (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Humanetics shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Humanetics will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of a Service Suspension.
- 5) **Compliance Measures.**
- a) The Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Services, including features to protect against use of the Services:
 - i) beyond the scope of the license granted to pursuant to Section 1; or
 - ii) prohibited under Section 2.

- b) You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

6) **Collection and Use of Information.**

- a) Humanetics may, directly or indirectly through the services of others, collect and store information regarding use of the Services and about equipment on which the Services are installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the Services as described in Section 3.
- b) You agree that the Humanetics may use such information for any purpose related to any use of the Services by you, including but not limited to: (i) improving the performance of the Services or developing updates; and verifying compliance with the terms of this Agreement and enforcing Humanetics' rights, including all intellectual property rights in and to the Services.

7) **Intellectual Property Rights.** You acknowledge that the Services is provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under this Agreement, or any other rights to the Services other than to use the Services in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. Humanetics and its service providers reserves and shall retain their entire right, title, and interest in and to the Services and all intellectual property rights arising out of or relating to the Services, subject to the license expressly granted to the Licensee in this Agreement. You shall safeguard all Services (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

8) **Disclaimer of Liability.** IN NO EVENT WILL HUMANETICS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE HUMANETICSS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES. YOU ARE PROVIDED THE SERVICES PURSUANT TO THE SAAS AGREEMENT BETWEEN HUMANETICS AND LICENSEE, SOLELY FOR THE BENEFIT OF LICENSEE AND AT LICENSEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY HUMANETICS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR HUMANETICSS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICES SHALL BE SOLELY TO LICENSEE PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

9) **Export Regulation.** The Services may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or

other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.

- 10) **Governing Law.** This Agreement will be subject to the laws of the State of Michigan and any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of the State of Michigan without reference to any conflict of laws rules. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Michigan for any such disputes.