Software Evaluation License Agreement

This Software Evaluation License Agreement (this "**Agreement**"), effective as of [DATE] (the "**Effective Date**"), is by and between Humanetics Innovative Solutions, Inc., a Delaware Corporation with offices located at 23300 Haggerty Rd., Farmington Hills, Michigan, 48335 ("**Humanetics**") and [LICENSEE NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] ("**Licensee**").

The parties agree as follows:

      1.   License Grant. Subject to the terms and conditions of this Agreement, Humanetics hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable license during the time period set forth in **Exhibit A** ("**Evaluation Period**") to: (a) use the product described in **Exhibit A** (the "**Software**") solely for Licensee's internal evaluation purposes solely for Licensee's internal evaluation purposes in connection with Licensee's use of the Software. Licensee will not use the Software for any purpose other than evaluating and testing such Software internally in connection with assessing whether Licensee desires to enter into a commercial license agreement with Humanetics for the Software. This Agreement does not provide a commercial license and Licensee's use of the Software after the Evaluation Period is subject to the parties' entering into and executing a separate commercial license agreement.

      2.   Use Restrictions. Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

      3.   Reservation of Rights. Humanetics reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.

      4.   Delivery. Humanetics shall deliver the Software to Licensee electronically, on tangible media, or by other means, in Humanetics' sole discretion.

      5.   Licensee Responsibilities. Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

6.   Support. Humanetics has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Software or Documentation to Licensee. However, Humanetics agrees to use its reasonable efforts to correct errors in the Software and Documentation within a reasonable time and shall provide Licensee with any corrections it makes generally available to other evaluation participants.

7.   Evaluation Fee. In consideration of Humanetics's license grant, Licensee shall pay to Humanetics [NUMBER IN WORDS] US Dollars ($[NUMBER]) within [NUMBER] days the Effective Date.

8.   Confidential Information. From time to time during the Evaluation Period, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9.   Intellectual Property Ownership; Feedback.

(a)   Licensee acknowledges that, as between Licensee and Humanetics, Humanetics owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.

(b)   If Licensee or any of its employees or contractors submits, orally or in writing, suggestions or recommended changes to the Software or Documentation,

including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Humanetics is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Licensee hereby assigns to Humanetics on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Humanetics is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Humanetics is not required to use any Feedback. In consideration of the rights granted in the Agreement, Licensee will make available all Feedback and associated data when and in the form reasonably requested by Humanetics.

10.   Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND HUMANETICS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HUMANETICS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HUMANETICS MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11.   Indemnification. Licensee agrees to indemnify, defend, and hold harmless Humanetics and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding based on Licensee's or Licensee's Authorized Users' (a) negligence or willful misconduct or (b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement. In the event Humanetics seeks indemnification or defense from Licensee under this provision, Humanetics shall promptly notify Licensee in writing of the claim(s) brought against Humanetics for which Humanetics seeks indemnification or defense. Humanetics reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of Humanetics's choice. Licensee may not enter into any third-party agreement, which would, in any manner whatsoever, affect Humanetics's rights, constitute an admission of fault by Humanetics or bind Humanetics in any manner, without Humanetics's prior written consent.

12.   Limitations of Liability. IN NO EVENT WILL HUMANETICS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR

RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER HUMANETICS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

13.   Term and Termination. This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section 13, will continue in effect until the expiration of the Evaluation Period. Humanetics may terminate this Agreement at any time, without cause. Humanetics may terminate this Agreement on written notice to Licensee if Licensee breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within 10 days after receiving written notice thereof. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Humanetics that the Software and Documentation has been deleted or destroyed. This Section 13 and Sections 3, 5, 7, 8, 9, 10, 11, 12, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14.   Miscellaneous.

(a)   Entire Agreement. This Agreement, together with **Exhibit A**, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b)   Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

(c)   Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d)   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e)   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the County of Oakland, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(f)   Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Humanetics. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g)   Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee 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 Software available outside the US.

(h)   Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9(a) or, in the case of Licensee, Section 2, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such

remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i)   Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[HUMANETICS]   [LICENSEE NAME]

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. DESCRIPTION OF SOFTWARE: [DESCRIPTION, INCLUDING CURRENT SOFTWARE VERSION AND RELEASE NUMBER IF APPLICABLE]

2. EVALUATION PERIOD: [INCLUDE STARTING AND ENDING DATES]

[3. AUTHORIZED USERS: [NUMBER]]