

SUPPLEMENTAL TERMS - SOFTWARE AS A SERVICE AGREEMENT

Humanetics Innovative Solutions, Inc. (“Humanetics”)

Last Modified: December 13, 2024

This Software as a Service Agreement (“**SaaS Agreement**”) is supplemental to and incorporated into the applicable Universal Customer Agreement (“**UCA**”) and any applicable Supplemental Terms (together, the “**Agreement**”) are entered into between Humanetics and the customer that accepted this Agreement (“**Customer**”). Unless otherwise set forth herein, capitalized terms in this SaaS Agreement shall have the meanings defined in the UCA.

This Agreement may be accepted by manual signature, electronic signature, or through an electronic system specified by Humanetics. In the electronic system, Customer will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Customer has read, understood and accepted these terms.

1. DEFINITIONS

- 1.1. “**Humanetics Technology**” means all Offerings and Documentation provided by Humanetics hereunder, all software source code, and all applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent therein.
- 1.2. “**Maintenance Services**” means the maintenance, enhancement and support services provided by Humanetics.
- 1.3. “**Maintenance Release**” means any update, upgrade, release, or other adaptation or modification of the Cloud Services, including any updated Documentation, that Humanetics may generally provide to its licensees from time to time, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Cloud Services, and includes/but does not include any New Version.
- 1.4. “**New Version**” means any new version of the Cloud Services that Humanetics may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Humanetics’ designation of a new version number.

2. LICENSE, ACCESS, AND USE OF CLOUD SERVICES

2.1. License Grant and Conditions.

- (a). Provision of Access. Humanetics grants Customer a nonexclusive, nontransferable, limited right to access and use the Cloud Services during the Offering Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Humanetics shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Cloud Services. The total number of Authorized Users will not exceed the number set forth in the applicable Order, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- (b). Documentation License. Subject to the terms and conditions contained in this Agreement, Humanetics hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Offering Term solely for Customer’s internal business purposes in connection with its use of the Cloud Services.

- (c). Reservation of Rights. Humanetics reserves all rights not expressly granted to Customer 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 Customer or any third party any intellectual property rights or other right, title, or interest in or to the Humanetics Technology.
- (d). Suspension. Notwithstanding anything to the contrary in this Agreement, Humanetics may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Cloud Services if: (i) Humanetics reasonably determines that (A) there is a threat or attack on any of the Humanetics Technology; (B) Customer's or any Authorized User's use of the Humanetics Technology disrupts or poses a security risk to the Humanetics Technology or to any other customer or vendor of Humanetics; (C) Customer, or any Authorized User, is using the Humanetics Technology for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Humanetics' provision of the Cloud Services to Customer or any Authorized User 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) pursuant to Section 8.2 of the UCA (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Humanetics shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any 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 Customer or any Authorized User may incur as a result of a Service Suspension.
- (e). License Compliance. Humanetics reserves the right to embed a software security mechanism solely to monitor and report usage of the license granted under this Agreement. The security mechanism does not transmit technical or business data that Customer processes with the Cloud Services.
- (f). Out of Scope. Cloud Services specifically exclude Third-Party Content, even if such Third-Party Content interoperates with Cloud Services, can be accessed on or from Cloud Services, or is offered in an online marketplace provided by Humanetics or any of its affiliates or business partners. Any contractual relationship regarding Third-Party Content is solely between Customer and the relevant third-party vendor and may be governed by separate terms made available by Humanetics with or as part of Third-Party Content. Humanetics will have no responsibility for Third-Party Content or Customer's use of such Third-Party Content. Cloud Services also specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by Humanetics to provide Cloud Services.
- (g). Protection of Customer Content. Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies. Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer

Content public through use of certain Cloud Services. If Customer elects to use such features, Customer Content may be accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Content, and Customer's election to use such features is at its sole discretion and risk.

- (h). Use of Messaging Services. Customer may use Cloud Services to send emails or other messages to Users and third parties. Customer is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Humanetics' control, and there is no warranty that notifications will reach their intended destination in a given timeframe.

3. MAINTENANCE, SERVICE LEVELS, AND CHANGES

- 3.1. Maintenance Services Terms. Maintenance Services, including the provision of Maintenance Releases and New Versions, are governed by the terms found <https://www.humaneticsgroup.com/customer-terms/mes> which are incorporated herein by reference. Humanetics may modify such terms from time to time, provided that any modifications are effective only upon Customer's next succeeding renewal of Maintenance Services whether standalone or as part of a rental or subscription, or when Customer otherwise accepts such modifications.
- 3.2. Service Levels. Subject to the terms and conditions of this Agreement, Humanetics shall use commercially reasonable efforts to make the Cloud Services available in accordance with the service levels set out in **Exhibit A**.
- 3.3. Changes to Services. Cloud Services may be modified, discontinued, or substituted by Humanetics from time to time. During a Offering Term, Humanetics will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by Humanetics' vendors or subcontractors (e.g. the termination of Humanetics' relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Humanetics will notify Customer of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and Customer may terminate the Order for the applicable Offering upon written notice to Humanetics, which termination right must be exercised within 30 days after receipt by Customer of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Humanetics will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Offering Term for that Offering.

4. INTELLECTUAL PROPERTY OWNERSHIP

- 4.1. Ownership of the Cloud Services. Customer acknowledges that, as between Customer and Humanetics, Humanetics owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and Documentation and, with respect to third-party technology or products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the third-party products.

EXHIBIT A - CLOUD SUPPORT SERVICE LEVEL TERMS

Humanetics Innovative Solutions, Inc.

This Cloud Support Service Level Agreement (“**Cloud SLA**”) is supplemental to and incorporated into the applicable SaaS Agreement, UCA, and other applicable Supplemental Terms. The terms set forth in this Cloud SLA apply solely with respect to Services provided to Customer as set forth in applicable SaaS Agreement or an Order in accordance with the Order of Precedence set forth in Section 1.1 of the UCA. Unless otherwise set forth herein, capitalized terms in this Cloud SLA shall have the meanings defined in the UCA.

1. SUPPORT AND SERVICE LEVELS

Humanetics offers support and enhanced service levels in three tiers: Starter, Professional and Premium. As described further in this Cloud SLA, each tier provides Customer with specified benefits regarding (i) Support Hours and Response Times; (ii) Availability, and (iii) support measures for maintaining uptime of the Cloud Services. The applicable service level tier will be indicated in the Order. If no tier is indicated in an Order for Cloud Services, support and service levels will be provided according to the Starter tier. Starter, Professional and Premium service levels may not be available for all Cloud Services.

2. TECHNICAL SUPPORT

Humanetics’ support organization is Customer’s primary point of contact for Cloud Services support. Technical support is provided in English, with other languages available at the sole discretion of Humanetics.

2.1 **24/7 Online Support.** At any time, Customer may create, manage, and review support case requests via the Humanetics Support Center Portal (“**Support Center Portal**”) by using the support link embedded in the Cloud Services or by accessing Support Center Portal at <https://support.humaneticsgroup.com>. Support cases will be updated via the Support Center Portal.

2.2 **Standard Support Hours.** Customer may receive telephone support by calling the specified support line for the applicable Cloud Service or the local support line for Customer’s geographic area. Unless otherwise specified in Support Center Portal, support is available during the hours set forth below (“**Standard Support Hours**”) (excluding local holidays) for the support center that covers the geographic area in which Customer is located as set forth in the Support Center Portal. In the Support Center Portal, Customer also may log Cloud Services support requests, report suspected errors, monitor progress on requests, exchange information on a community forum, and access release notes and other information on Cloud Services. If reasonably requested by Humanetics, Customer will allow Humanetics to provide support via remote screen-sharing technology.

Standard Support Hours

Starter	Professional	Premium
8 hours x 5 days per week EST, CET, JST*	12 hours x 5 days per week EST, CET, JST*	24 hours x 7 days per week

* EST = Eastern Standard Time; CET = Central European Time; JST = Japan Standard Time

2.3 **Technical Contact.** Humanetics may require Customer to designate one or more employees as technical contacts for support. The employee(s) will be trained on the applicable Cloud Services and will serve as the primary contact(s) for requesting and receiving support.

2.4 **Customer Response Level.** Humanetics’ technical support staff will use commercially reasonable efforts during Standard Support Hours (unless otherwise noted below) to provide a first response to a support case request in accordance with its classification within the time periods set out below on a first-come, first-served basis. Support cases are escalated based on severity and complexity. Customer will initially classify each support case according to the priority classes set out below. Unclassified support cases will be considered “Medium”. The final priority classification will be at the sole discretion of Humanetics.

Priority Classes	Support Center Definition	Description	Starter Targeted Response Time	Professional Target Response Time	Premium Targeted Response Time
Critical (Priority 1)	Cloud Services are down entirely. All Authorized Users affected.	The Cloud Services are currently inoperative and stop all Customer activities. Continued use of several critical functions of the Cloud Services is not possible. A functionality or access problem reported on a test/sandbox environment will not be considered critical.	2 hours 8 hours X 5 days per week	2 hours 24 hours X 5 days per week	1 hour 24 hours X 7 days per week
High (Priority 2)	Operation of Cloud Services is severely degraded, or major components are not available. Significant User impact.	A major functionality loss of individual service components within the deployment, but the Cloud Services remain operational. A problem that severely affects or restricts significant functionality of the Cloud Services and impacts continued usage. The problem is time-sensitive and may be causing an immediate functional or work stoppage. Any errors reported on a test/sandbox environment will never be considered high.	4 hours 8 hours X 5 days per week	4 hours 24 hours X 5 days per week	4 hours 24 hours X 7 days Per week

Priority Classes	Support Center Definition	Description	Starter Targeted Response Time	Professional Target Response Time	Premium Targeted Response Time
Medium (Priority 3)	Minor functionality impact, usage continues. Some non-essential features of the Cloud Services are impaired or subject to interruptions while most vital components of the service remain functional. Minimal user impact.	A functionality issue exists but Customer's operations can continue, or a non-business-critical function is not performing properly. The problem can be time-sensitive, but it is not causing an immediate work stoppage; usage can continue in a restricted fashion, and/or a workaround exists.	Next 2 business Days	Next business day	6 hours 8 hours x 5 days per week
Low (Priority 4)	Support information/questions, enhancement requests, problems that are minor and clearly have little to or no impact on the normal operation of Cloud Services. No or minimal user impact.	A request or question for a problem of minor impact, general support, or information on Cloud Services. There is no impact to the operation of the Cloud Services.	Reasonable effort	Reasonable effort	Next business day

2.5 **Excluded Incidents.** The following types of incidents are excluded from the scope of support for Cloud Services, but Customer may revert such requests to the sales team(s) for resolution:

- (i) incidents ascribed to a consulting or training request (“how-to”). These are covered by the online user documentation.
- (ii) incidents ascribed to a custom development request.

3. SERVICE LEVEL AGREEMENT

3.1 **Monthly Availability.** For paid Cloud Services generally made available by Humanetics, Humanetics commits to the following Monthly Availability.

Starter	95%
Professional	99.50%
Premium	99.95%

3.2 The Monthly Availability will be calculated as follows:

Monthly Availability (%) = Uptime during a Month / Total Time during a Month

Month	Means a calendar month
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Monthly Availability	Means the percentage of time the Cloud Services are available on average during a Month, based on Uptime and Total Time.
SLA Exclusions	<p>Mean unavailability or any other performance issue causing downtime of the Cloud Services as a result of:</p> <ul style="list-style-type: none"> (i) Scheduled maintenance within a Regular Maintenance Window; (ii) downtime for which at least 24 hours prior notice is provided to Customer; (iii) factors outside Humanetics’ reasonable control; (iv) actions or inactions of Customer or any third party; (v) any equipment, software or other technology not provided by Humanetics; or suspension or termination of Cloud Services in accordance with the Agreement.
Total Time	All of the time during a Month (in minutes), less any time attributed directly or indirectly to SLA Exclusions.
Uptime	All of the time during a Month (in minutes) when the Cloud Services are available for production use (i.e., user logon and access and use of user interfaces).

3.3 **Regular Maintenance Window.** Unless otherwise specified in Support Center, Cloud Services have a Regular Maintenance Window weekly per served region as follows:

European Union: 4:59am CET Saturday – 4:59pm CET Saturday United States: 11:59pm EST

Saturday – 11:59am EST Sunday Japan: 11:59pm JST Saturday – 11:59am JST Sunday

Humanetics reserves the right to extend or change the times of the Regular Maintenance Window. Humanetics will use commercially reasonable efforts to notify Customer at least seven (7) days prior to any such change or any scheduled maintenance.

3.4 **Remedies.** Customer must submit to Humanetics a support case within 30 days after the end of each relevant Month in which Humanetics did not meet the Monthly Availability. Any claims not submitted by Customer within the specified time period may be denied by Humanetics, and Humanetics will have no further obligation to Customer with respect to such failure to meet the Monthly Availability. If Humanetics is unable to meet the Monthly Availability for Cloud Services contained in the same Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming Offering. In the event of such termination, Humanetics will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The remedies provided in this section will be Customer’s sole and exclusive remedies with respect to availability of the Cloud Services.

4. UPTIME SUPPORT MEASURES

For paid Cloud Services generally made available by Humanetics, Humanetics operates Cloud Services

based on the following framework and processes.

	Starter	Professional	Premium
Business Continuity Window (RTO)* ¹	<24 hours	<24 hours	<4 hours
Data Backup (RPO)* ²	<24 hours	<12 hours	<2 hours
Data Retention Upon Termination (Customer responsible for extraction costs)	30 Days (Storage paid by customer)	60 Days (Storage paid by customer)	60 Days (Storage included)

*¹ RTO = Recovery Time Objective, e.g. disaster impacting single availability zone allowing for Cloud Services to be stood up or switched to secondary availability zone.

*² RPO = Recovery Point Objective for frequency of Data Backup. Where applicable, Data Backup will be done across multiple availability zones in a single region.