

SUPPLEMENTAL TERMS – HARDWARE AND EMBEDDED SOFTWARE TERMS

Humanetics Innovative Solutions, Inc. (“Humanetics”)

Last Modified: December 13, 2024

These Hardware and Embedded Software Terms (“**Hardware Terms**”) are supplemental to and incorporated into the applicable Universal Customer Agreement (“**UCA**”) and other applicable Supplement Terms which, together, form the entire Agreement (“**Agreement**”) between Humanetics and Customer. The terms set forth in these Hardware Terms apply solely with regard to Offerings and Products which are designated in an Order as Hardware and strictly in accordance with the Order of Precedence set forth in Section 1.1 of the UCA. Unless otherwise set forth herein, capitalized terms in these Hardware Terms shall have the meanings defined in the UCA.

1. **DEFINITIONS.** Capitalized terms have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Hardware Terms:
 - 1.1. “**Authorized Agents**” means individuals who are working on Customer’s premises and require access to the Humanetics Device in support of Customer’s internal business as Customer’s consultants, agents, or contractors.
 - 1.2. “**Authorized Use**” means the specific license restriction variables for the Humanetics Device as set forth in the Order.
 - 1.3. “**Delivery**” will have the meaning defined in Section 2 of these Hardware Terms.
 - 1.4. “**Embedded Software**” means Software or Services contained within are accessed by a Humanetics Device and comprising application, operating system, Firmware, or driver components, which are supposed to be embedded and/or executed on the device for which it was designed.
 - 1.5. “**Firmware**” means system software (as opposed to application software) included and incorporated into Hardware which provides low-level control of, or a standardized operating environment for, the Hardware in which it is incorporated.
 - 1.6. “**Lease**” means a grant by Humanetics of non-transferable, temporary and limited rights to use specific Hardware products within the Territory, including Trial and Loan licenses for Hardware as defined in the Trial and Loan Supplemental Terms.
 - 1.7. “**Humanetics Device**” means Humanetics Hardware and all Embedded Software associated with the Humanetics Hardware.
 - 1.8. “**Humanetics Hardware**” is standard Hardware marketed or branded under the name “Humanetics” or any other Humanetics brand.
 - 1.9. “**System**” means a combination of Hardware and Software where one cannot operate without the other.
 - 1.10. “**Territory**” means the country in which Customer initially acquires the Hardware, whether through purchase or Lease, as indicated by Customer’s address specified in the Order, unless expressly designated otherwise in the Order.

2. DELIVERY.

- 2.1. **Delivery to Customer.** Unless agreed otherwise in the applicable Order, Humanetics will make the Humanetics Device available to Customer FCA at Humanetics' designated warehouse or factory for the relevant product (Incoterms 2020). Making the Humanetics Device available to Customer in accordance with the Incoterms specified in this Section will constitute "**Delivery**" hereunder, regardless of Humanetics' further involvement in any transport arrangements for any Hardware after such Delivery.
- 2.2. **Transportation.** Notwithstanding any 'Incoterms' specified in this Section, unless expressly agreed otherwise with Customer in writing, Humanetics will (i) choose and appoint the carrier, freight forwarder or shipping service provider for delivery of the Humanetics Device to Customer's designated place of final delivery, (ii) make the necessary arrangements for transportation with the selected carrier or shipping service provider in accordance with the specified Incoterms, and (iii) charge the costs for shipment or carriage to Customer as specified in the Order.
- 2.3. **Acceptance.** Customer shall inspect the delivered Humanetics Device within five (5) business days of Delivery ("**Inspection Period**"). During the Inspection Period, Customer must notify the Humanetics in writing of any defects or non-conformities in the Humanetics Device. If Customer fails to provide such notice within the Inspection Period, the Hardware shall be deemed accepted by Customer. Upon acceptance, Customer acknowledges that the Hardware conforms to the specifications and requirements set forth in the Agreement, and the Humanetics shall have no further obligations with respect to the Hardware, except as expressly provided in Section 4 of this Agreement.

3. RISK AND TRANSFER OF TITLE.

- 3.1. **Risk of Loss.** Risk of loss and damage passes to Customer upon Delivery.
- 3.2. **Transfer of Title; Security Interest.** Title to the Humanetics Device shall remain with the Humanetics until Humanetics has received full payment for Humanetics Device, including any applicable taxes, fees, and charges. If applicable law does not allow or recognize retention of title by Humanetics after delivery, Customer hereby grants Humanetics a security interest in Humanetics Device to secure the payment of the purchase price and any other amounts due under this Agreement. Customer agrees to execute any documents and take any actions necessary to perfect and maintain Humanetics' security interest in Humanetics Device until full payment is made.

4. WARRANTY.

- 4.1. **Device Warranty Period.** For purchased Humanetics Device, Humanetics provides a limited product warranty for a period commencing on the date of Delivery and ending 12 months after the first day of the month following the date of Delivery ("**Warranty Period**"). The Warranty Period is not extended by the time required to correct or repair defects and malfunctions under warranty.
- 4.2. **Scope.** During the Warranty Period, Humanetics warrants that the Humanetics Device (i) is free from defects in workmanship and materials under normal use; and (ii) materially conforms to the specifications described in any Documentation provided with the Humanetics Device. As Customer's exclusive remedy in case of a breach of warranty Humanetics will at its sole discretion repair or replace the Humanetics Hardware at no additional charge to Customer. If Humanetics, in its sole discretion, determines it cannot repair the Humanetics Device or replace it with another unit of the

Humanetics Device that would perform in accordance with Humanetics obligations hereunder, Humanetics will refund the fees received for the defective Humanetics Device based on a straight-line amortization over 60 months from initial Delivery, and accept the return of the Humanetics Device. If such refunded Humanetics Device was furnished as part of a System, Humanetics will also accept the return of the Software elements (for on-premise Software) and/or termination of the Services (for SaaS) of the System and refund the fees for those Software and Service licenses under the same conditions.

- 4.3. **Third-Party Hardware.** Hardware that is not part of a Humanetics Device is delivered “AS IS” and is covered by the warranty offered by the manufacturer or third-party vendor, if any. To the extent permitted by the manufacturer or third-party vendor, Humanetics assigns to Customer any applicable warranty rights to such Hardware, and Humanetics will use commercially reasonable efforts to provide information and assistance to enable Customer to make warranty claims against the manufacturer or third-party vendor for the Hardware. To the extent mandatory applicable law requires that Humanetics must provide warranty for the Hardware it has provided to Customer, the warranty provided by Humanetics is limited to the minimum warranties required by the applicable law and for the minimum term required by the applicable law.
- 4.4. **Warranty Exclusions.** The warranty will not cover defects or malfunctions resulting from: (i) improper use or installation, misuse, improper site preparation, or site or environmental conditions that do not conform to Humanetics’ site specifications or to standards of care generally applicable to the type of Hardware, (ii) software, interfaces or hardware supplied by Customer or a third party, (iii) non-compliance with Humanetics’ specifications and instructions regarding the operation, care, or storage of the Humanetics Device, (iv) normal wear and tear which does not affect the functionality of the system (such as, but not limited to, cosmetic damage, scratches, and dents), (v) neglect, accident, or improper or inadequate maintenance or calibration, (vi) modifications, enhancements, repairs, or unauthorized alterations made by anyone other than Humanetics or its authorized representatives, and (vii) exposure to water, fire, or other hazards.
- 4.5. **Refurbished Parts.** Humanetics does not warrant that all Hardware or any part thereof furnished hereunder is new. Hardware may contain parts refurbished to an “as new” condition that meet all Humanetics quality specifications and are eligible for warranty and services.

5. **EMBEDDED SOFTWARE.**

- 5.1. **Customer Reporting.** In addition to audit rights stipulated in the Agreement, Customer shall at all times maintain records identifying: the identity and location of all entities currently using Embedded Software, including any contractors, the number of units distributed by Customer; or, a description of the Customer products or services for which the Software is being used. Customer shall provide such requested information within thirty (30) calendar days from the date of Humanetics’ request.
- 5.2. **Indirect Use.** Indirect use of Embedded Software via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.
- 5.3. **Host Identifier; Third-Party Hosting.** Customer will provide Humanetics with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Embedded Software will be installed, for Humanetics to generate a license file enabling Software access per the scope of the licenses granted under each Order. Customer may only engage a third party to host Tool Software with Humanetics’ prior written consent. Humanetics

may require a separate written agreement as a condition to such consent.

- 5.4. **Maintenance Services for Software.** Maintenance, enhancement, and technical support services for Software are governed by the terms found at <https://www.humaneticsgroup.com/sw-terms/mes> which are incorporated herein by reference.

6. **INTELLECTUAL PROPERTY RIGHTS AND TRADE SECRETS.**

- 6.1. **Embedded Software License.** Under these Hardware Terms, Humanetics grants Customer a non-exclusive, non-transferable (except if transferred with the Humanetics Device the Embedded Software is incorporated in) license to use the Embedded Software incorporated in the Humanetics Device for the operation of the Humanetics Device. The Embedded Software may only be used in connection with the Humanetics Device in which it is incorporated. Any other use of the Embedded Software will be a material breach of the Agreement. Customer is prohibited from (a) decompiling, changing or modifying the Embedded Software, or deriving other programs from the Embedded Software, and from (b) modifying or deleting property rights, copyrights, or marks on the Embedded Software.
- 6.2. **Source Code.** If any Embedded Software or portions thereof are provided in source code form, Customer will use the source code only for correction of software errors, and/or enhancement, compilation according to the agreed compiler specification, or modification of the Embedded Software for the Authorized Use. Humanetics' support and warranty obligations and liability shall only apply to Embedded Software in its unmodified state and only as provided by Humanetics.
- 6.3. **Third-Party Technology.** Hardware may contain third-party software, technology, and other materials, including open source software, licensed by third parties ("**Third-Party Technology**") under separate terms ("**Third-Party Terms**"). Third-Party Terms are specified in the Documentation, Supplemental Terms, "read me" files, header files, notice files or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-party Technology. If Third-Party Terms require Humanetics to furnish Third-Party Technology in source code form, Humanetics will provide it upon written request and payment of any shipping charges.
- 6.4. **Trade Secrets.** Humanetics Hardware products are trade secrets of Humanetics. Customer (i) will not, except as otherwise permitted by applicable law, reverse engineer, disassemble, or otherwise attempt to discover the technology used in the Hardware, or allow access to or use of Hardware by anyone except Authorized Users whose job performance requires access, (ii) will take appropriate action to protect the confidentiality of Hardware, and (iii) will not remove or obscure any notice or legend affixed to Hardware.
- 6.5. **No Further Rights.** The Firmware license in these Hardware Terms will not apply to any software other than Firmware installed on the Hardware or delivered in conjunction with or related to the Hardware furnished hereunder. No copyrights, patents, trademarks, trade secrets, or other intellectual property rights or rights to use Humanetics' confidential or proprietary information are granted to Customer under these Hardware Terms, unless explicitly stated otherwise herein or otherwise agreed in writing.
- 6.6. **Additional Terms Applicable to Everything as a Service (XaaS) Offerings.**
- (a). **Entitlements.** Cloud Services contained within an Embedded Software Offering may be used

(i) worldwide by the number of Authorized Users set forth in the Order with respect to such Cloud Services, subject to Customer's obligations in the Agreement regarding compliance with export controls, and (ii) solely in conjunction with the Software contained within such Embedded Software Offering. For purposes of such Cloud Services, an Authorized Agent may also access and use Cloud Services from locations other than Customer's premises.

- (b). Guest Users. Where Cloud Services allow Customer to provide access to additional users in a 'guest' (guest) capacity, such guest user access may be provided to any individual who requires access to such Cloud Services in support of Customer's internal business as Customer's employee, customer, client, supplier, consultant, agent, contractor or other business partner. Guest users shall be considered Authorized Users under this Agreement, but will not count towards the limited number of Authorized Users set forth in the Order for that subscription. In any case, each user must be a specific Authorized User identified by name. Customer may re-assign each entitlement to access and use Cloud Services from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Additional use limitations may apply to Customer's use of Cloud Services, which may be technically enforced via Cloud Services settings.
- (c). Support and SLAs. Humanetics' technical support for these Cloud Services and the applicable service levels are governed by the Supplemental Terms – Software as a Service Agreement incorporated into the Agreement, which is additionally incorporated herein by reference. Technical support and service levels are not applicable to Cloud Services used in conjunction with Software for which Maintenance Services are no longer provided.

6.7. **Survival**. The provisions of this Section 6 survive termination or expiration of the Agreement.

7. **REPAIRS**. If a defect or malfunction of a Humanetics Device occurs after the Warranty Period has expired or if such defect is for any reason not covered by the applicable warranty specified under Section 4 of these Hardware Terms or by a Maintenance Service or Support Service package purchased for the Humanetics Device, Customer may request Humanetics to attempt to repair such defect or malfunction. However, repair services are not offered for any Humanetics Device and, even if they are offered, Humanetics does not represent or warrant that all such defects can or will be repaired or that Humanetics will agree to perform such repair. For such repairs and repair attempts, Customer agrees to pay for Humanetics' services at Humanetics' then-current rates plus any reasonable out-of-pocket expenses.

8. **MAINTENANCE SERVICES.**

- 8.1. **General Maintenance**. Maintenance, enhancement, and technical support services for Hardware ("Maintenance Services") are governed by the General Maintenance Services Terms found at <https://www.humaneticsgroup.com/sw-terms/mes> and incorporated by this reference. The General Maintenance Services Terms are amended by the Hardware Specific Maintenance Terms below.

8.2. **Specific Maintenance Terms**.

- (a). Maintenance Types. The following Maintenance Services related to Humanetics Devices are available for separate purchase by Customer (each a "**Maintenance Type**"), unless the Order expressly states that the respective Maintenance Type is already included. Not all Maintenance Types are available for each Humanetics Device product. Some Maintenance Types may be

offered only in combination with Maintenance Services for Software which form a “System” together with the Humanetics Device.

- (i). Installation. This Maintenance Type includes the installation of the System by Humanetics one time during the Maintenance Type Term. Prior to the parties scheduling the installation, Customer will notify Humanetics it has received the System. Installation will occur during normal working hours at the location specified in the Order or as otherwise agreed by the parties. Humanetics will not be obligated to install the System if (i) the System has been modified without Humanetics’ written consent; or (ii) the System has been subject to unusual physical or environmental stress, misuse, or other damage.
 - (ii). Calibration (or “CAL”). This Maintenance Type includes the calibration of the Humanetics Device by Humanetics one time during the Maintenance Service Type term for the Humanetics Device to maintain its data acquisition or measurement capabilities within the tolerances provided in the Documentation in effect at the time of delivery. For some Hardware, Humanetics may offer a special type of calibration for which Humanetics will certify under Humanetics’ ISO 17025 accreditation that calibration has been performed in accordance with ISO 17025 standards. This special type of calibration under ISO 17025 standards will either be (a) specified as “ISOCAL” on the Order, or (b) available for purchase separately under product code “SCX-ISO17025” on the Order.
 - (iii). Hardware Maintenance (or “MAINT”). This Maintenance Type includes repair and replacement of defective Humanetics Device as described in Section 4.2 of these Hardware Terms for the period of time described in the Order. This Maintenance Type includes calibration if calibration is made generally available for purchase for that specific Humanetics Device.
 - (iv). Support Service Type (or “SUP”). This Maintenance Type includes Maintenance Services and technical support provided to Customer by telephone or e-mail for (i) the use of the Humanetics Hardware and (ii) the correction or troubleshooting of any errors, defects, or malfunctions of the Humanetics Device.
- (b). Special Conditions for Maintenance Services.
- (i). Upgrades. Upgrades of Humanetics Device, components, or modules are not included in any service package and are always charged separately. Upgrades are performed only under a separate Order.
 - (ii). Location of Performance. The purchased Maintenance Services are by default performed at the regional office designated by Humanetics. Each party will bear the costs for shipping the Humanetics Device to the other party’s address for the performance of the Maintenance Services. If the parties agree to an on-site visit, Customer will pay any travel expenses for the visit.
 - (iii). Relocation. Customer will notify Humanetics prior to relocating any Humanetics Device with an active Maintenance Type that requires on-site visits by Humanetics personnel. If the new location is outside Humanetics’ normal on-site service area, Humanetics will have the right to cancel any applicable Maintenance Services.

- (iv). Access. Humanetics may request remote log-in access to Humanetics Device for the purpose of running diagnostics to detect failures. Customer will not unreasonably withhold its consent. Humanetics may establish and test the remote system log-in access during installation or when performing Maintenance Services.
 - (v). Return and Replacement. Humanetics Devices (including Hardware parts) that are defective or has been replaced through Maintenance Services are the property of Humanetics. If Customer does not return replaced Humanetics Devices or parts within thirty (30) days from receipt of the replacement, Humanetics will invoice Customer pursuant to the payment terms set forth in the UCA. For some products or service options, Customer will replace the malfunctioning part with the appropriate part included in the standard maintenance kit provided by Humanetics with the replacement Hardware, and Customer will return the defective part to Humanetics for replacement.
- (c). Other Maintenance Terms.
- (i). Conditions. If Customer orders Maintenance Types after expiration of the Warranty Period or the prior Maintenance Type term, Humanetics reserves the right in its sole discretion to (i) perform a system check and provide a quote for repair before Customer can purchase Calibration, Hardware Maintenance, or Support Maintenance Types or (ii) charge a fee equal to the number of Maintenance Types that would have been necessary to cover the term from the expiration date of the initial Warranty Period or the last Maintenance Type of the same type, whichever is later.
 - (ii). Exclusions. Maintenance Services do not cover defects or malfunctions in Humanetics Devices resulting from any actions, situations, or events which are excluded from warranty or cause the warranty to be voided, as provided in the then-current applicable terms and conditions for the Humanetics Device.
 - (iii). Warranty. Humanetics' sole representation and warranty for Maintenance Services is that the services will be performed in a professional and workmanlike manner.
 - (iv). Subcontractors. Humanetics may subcontract some or all of its obligations to provide Maintenance Services to a third party, who will have the same rights and obligations as Humanetics hereunder.
 - (v). Term and Termination of Maintenance Services. A Maintenance Type's term ("**Maintenance Type Term**") starts on the effective date specified in the Order and continues for a period of one year, or such longer period of time as agreed by the parties in the Order. Purchased Maintenance Services can only be terminated under the termination provisions in the Agreement. Termination will not affect the rights of the parties which have accrued prior to termination.

9. **DEVICE LEASE TERMS.** The terms and conditions of this Section 9 apply to any Lease.

- 9.1. Lease. All Leases are subject to availability of the Humanetics Device at the time of the Order. No title to or ownership of Humanetics Device is transferred to Customer. Title to the Humanetics Device will remain with Humanetics or third parties from whom Humanetics has obtained the right to rent out the Hardware.

- 9.2. Lease term and fees. The right to use the Humanetics Device is limited to a period of time mutually agreed by Humanetics and Customer in the Order. Unless explicitly specified otherwise in the Order, the Lease term begins on the day of delivery of the Humanetics Device to Customer. The parties may agree in a separate Order to renew the Lease term for an additional limited term or terms following expiration of the initial Lease term. Upon expiration of the initial or renewal term, if applicable, or upon termination pursuant to these Hardware Terms or the Agreement or any specific Lease, Customer's right to use the Humanetics Device will terminate and Customer must cease any further use and immediately return the Humanetics Device to the originating Humanetics facility. Lease fees are payable in advance, are non-refundable, and will be invoiced as specified by the parties in the Order.
- 9.3. Condition of Hardware. Upon arrival of the Humanetics Device at Customer's premises, Customer will examine the Humanetics Device to confirm it is secure and in good working condition. Failure to object in writing to the condition of the Humanetics Device within 3 business days after receipt will be deemed conclusive that the Humanetics Device was in working condition when delivered.
- 9.4. Customer Responsibilities.
- (a). Proper Use. Customer will use the Humanetics Device in a normal and customary way, for the purpose for which it is intended, in accordance with the Documentation for that Humanetics Device. Customer will at all times treat the Humanetics Device with a reasonable level of care and take all reasonable precautions to protect it from dust and other contaminants, subject to reasonable wear and tear. Customer will ensure its users have read the Documentation for the Humanetics Device before using it and are trained in the normal and safe operation of similar equipment as the Humanetics Device.
 - (b). Transfer and Encumbrance of Hardware. Except as specifically provided in these Hardware Terms, Customer may not pledge or encumber, distribute, sublease, loan, rent, sell or otherwise transfer possession (whether by exchange, gift, operation of law or otherwise) all or any portion of the Humanetics Device to any other person without the prior written consent of Humanetics.
 - (c). Modifying the Humanetics Device. Customer will not modify, alter, adapt, embed, or merge the Humanetics Device.
 - (d). Location and Territory. Customer may not use the Humanetics Device outside of the Territory. Customer will inform Humanetics of the exact location of Humanetics Device upon Humanetics' request.
 - (e). Property Markings. The Humanetics Device may be tagged or marked to indicate that it is the property of Humanetics and Customer may not remove any such tags, plaques or marks.
- 9.5. Return of Humanetics Device. Upon expiration or termination of the Lease, Customer will return the Humanetics Device in the same condition as it was upon arrival at Customer's premises and in working condition. Except for normal wear and tear, Customer agrees to pay for any damage to or loss of the Hardware, regardless of cause. Any Humanetics Device returned from Customer that is inoperable, damaged, or with missing components will be repaired to original working order by Humanetics at Customer's expense. Any Humanetics Device which (i) is returned damaged or inoperable and cannot be repaired, or (ii) cannot be returned to Humanetics for whatever reason, will be invoiced to Customer at its then-current commercial list price.

- 9.6. Limited Warranty and Disclaimers. Unless expressly stated otherwise in the Order, the Humanetics Device will be covered by Maintenance Services set forth in Section 8 for the entire term of the Lease.
 - 9.7. Shipping and Freight Charges and Risk. Unless agreed otherwise in the Order, each party will bear the costs and risks related to shipping the Humanetics Device to the other party's specified delivery address, DAP (Incoterms 2020).
 - 9.8. Liability and Indemnity. Customer is liable for all damage to the Hardware not covered by the express warranties made in these Hardware Terms. Customer will indemnify Humanetics against any third-party claims, damages, fines, and cost (including increased taxes, attorney's fees, and expenses) relating in any way to the use of or negligence with regard to the Hardware. The provisions of this Section will survive the expiration or termination of the Agreement for any reason.
10. Termination and Recovery.
- 10.1. Termination. Either party may terminate this Agreement with immediate effect in the event of the other party's material breach of this Agreement remains uncured for a period of 30 days from receipt of notice specifying the breach. Humanetics may immediately terminate this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of the Humanetics Device, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, or in order to comply with applicable law or the requests of government authorities.
 - 10.2. Recovery. If Customer is in default of any return obligations under these Hardware Terms, Humanetics' personnel, agents and representatives may at any time, at Customer's risk, cost and expense, enter Customer's premises where the Humanetics Device is stored or used in order to recover the Humanetics Device.