

SUPPLEMENTAL TERMS - SOFTWARE LICENSE AGREEMENT

Humanetics Innovative Solutions, Inc. (“Humanetics”)

Last Modified: December 13, 2024

This Software License Agreement (“**Software License 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 Software License 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 Software, 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 Software, and includes/but does not include any New Version.
- 1.4. “**New Version**” means any new version of the Software that the 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. ORDERS

Customer and Humanetics may enter into one or more Orders for Offerings and Maintenance Services under this Agreement, as governed pursuant to Section 2 of the UCA. With the exception of certain services ordered via the Order Form, orders for Professional Services will be set forth in a statement of work (“**SOW**”) and governed by the terms of a Uniform Customer Agreement (“UCA”) and Supplemental Terms – Professional Services (“**ProServ Terms**”).

3. SOFTWARE LICENSE AND PRODUCT MAINTENANCE SERVICES TERMS

3.1. License Grant and Conditions.

- (a). License Grant. Humanetics grants Customer a nonexclusive, nontransferable, limited license to install and use the executable form of the Software and Documentation delivered hereunder

for Customer's internal business purposes for the Term. Customer may copy Software only as required to support the authorized use. Humanetics or its licensors retain title to or ownership of Humanetics Technology. Humanetics reserves all rights in the Humanetics Technology not expressly granted herein.

- (b). 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 Software.
- (c). Third-Party and Open-Source Software. The Software may contain third-party technology, including open-source software ("**Third-Party Technology**"). Third-Party Technology may be licensed to Customer under separate license terms if specified in the Documentation, "read me" or similar files. If any applicable third-party license requires Humanetics to furnish source code to the Third-Party Technology, Humanetics will provide it upon written request and payment of the shipping charges.

3.2. Delivery of Software.

- (a). Delivery Timing. Delivery of the Software occurs when Humanetics makes the Software available to Customer via electronic download from a website specified by Humanetics. Physical shipment of the media may be done at Humanetics' option, as an accommodation to Customer, or because certain elements of the Software are not available for electronic download. Unless otherwise specified, Software will be delivered subject to DAP (Incoterms 2010).
- (b). Delivery Format. Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by Humanetics in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by Humanetics and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer.
- (c). Acceptance. Customer has thirty (30) days following the delivery date to test whether the Software conforms in all material respects to the specifications and Documentation. If Customer believes that the Software fails to conform in any material respect to the Documentation, Customer must provide written notice to Humanetics detailing the non-compliance, and Humanetics will either correct the non-conformities or provide an acceptable and in a timely manner. If Customer does not send written notice within thirty (30) days after the delivery date the Software will be deemed accepted.

- 3.3. Maintenance Services Terms. Maintenance Services, including the provision of Maintenance Releases and New Versions, are governed by the terms found at <https://www.humaneticsgroup.com/sw-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.

3.4. Customer Responsibilities, Prohibited Actions and Audit.

- (a). Host Identifier. Customer will provide Humanetics with the host identifier and such other information reasonably requested by Humanetics for each workstation or server on which the license management portion of the Software will be installed to permit Humanetics to generate a license file restricting access to those Software to the scope of the licenses granted under an Order.
- (b). Third Party Hosting and Access to the Software; Indemnity. Customer may not engage a third party to host the Software (“**Provider**”) without Humanetics’ prior written consent, and Humanetics may require a separate written agreement with the Provider as a condition to such consent. Customer will ensure that any permitted Provider will access the Software solely for Customer’s internal business purposes as permitted herein. A breach of this Agreement caused by the Provider will constitute a breach by Customer. Customer will indemnify, defend and hold Humanetics and its affiliates harmless from all claims, damages, fines and costs arising in connection with Customer’s use of the Provider’s service.
- (c). Records. Customer will at all times maintain records identifying the Software, the location of each copy thereof, and the location and identity of workstations and servers on which the Software is installed.

4. **INTELLECTUAL PROPERTY OWNERSHIP**

- 4.1. **Ownership**. Customer acknowledges that, as between Customer and Humanetics, Humanetics owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation and, with respect to Third-Party Technology, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Technology.