

UNIVERSAL CUSTOMER AGREEMENT

Humanetics Innovative Solutions, Inc.

Last Modified: April 14, 2025

This Universal Customer Agreement (“UCA”) and any applicable Supplemental Terms (together, this “Agreement”) are entered into between **Humanetics Innovative Solutions, Inc.** (“Humanetics”) and Customer (as designated in the Order). This Agreement may be accepted by manual signature or 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 this Agreement.

1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1. **Order of Precedence.** This Agreement, including any applicable Supplemental Terms, governs the relationship between Humanetics and the Customer. In case of conflict, Supplemental Terms prevail over the UCA, and Orders prevail over both. Key terms are defined within the context of their use.

1.2. **Definitions**

- (a). “**Authorized User**” means a person or entity that accesses an Offering under this Agreement, whether such access is given by Customer, by Humanetics at Customer’s request, or by a third party authorized by Customer.
- (b). “**Cloud Services**” means online services and associated cloud-based APIs (application programming interfaces) made available by Humanetics under this Agreement, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third-Party Content.
- (c). “**Content**” means data, text, audio, video, images, models, or software.
- (d). “**Customer Content**” means Content provided by Customer or any Authorized User to Humanetics in connection with this Agreement.
- (e). “**Customer Systems**” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
- (f). “**Documentation**” means the instructions for use, learning materials, technical and functional documentation, and API information made available by Humanetics with the applicable Offering. Documentation may be provided in print, online, or embedded as part of a help function and may be updated by Humanetics from time to time.
- (g). “**Hardware**” means hardware equipment, devices, accessories, and parts delivered by Humanetics under this Agreement, including firmware incorporated therein.
- (h). “**Humanetics IP**” means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.
- (i). “**Offering**” means an individual offering, made available by Humanetics and identified in an Order, which consists of Cloud Services, Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation associated with such offering.

- (j). “**Order**” means an order form (Order Form), statement of work (SOW), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, (ii) has been agreed by Customer by manual or electronic signatures or through an electronic system specified by Humanetics, and (iii) is accepted by Humanetics.
- (k). “**Order Form**” means an ordering document that incorporates the terms of this Agreement and sets forth the Offerings and Maintenance Services ordered by Customer and associated fees.
- (l). “**Professional Services**” means training, consulting, engineering, or other professional services provided by or on behalf of Humanetics under this Agreement pursuant to an Order, excluding Cloud Services.
- (m). “**Software**” means software licensed by Humanetics under this Agreement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.
- (n). “**Offering Term**” means the time period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Offering Term.
- (o). “**Supplemental Terms**” means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.
- (p). “**Third-Party Content**” means Content, applications, and services owned or controlled by a third party and made available to Customer through or in connection with Cloud Services.
- (q). “**TOU**” means Humanetics’ Authorized User Terms of Use, available at <https://www.humaneticsgroup.com/customer-terms/tou> and incorporated herein by reference.

2. ORDERS

- 2.1. **Ordering and Delivery.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this UCA and all applicable Supplemental Terms. Unless otherwise set forth in the Order, delivery occurs when Humanetics makes the Offering available to the Customer, either electronically or via shipment. Software on media will be delivered subject to EXW (Incoterms 2020). If the Order calls for shipment to a point outside the United States of America, acceptance by Humanetics is expressly subject to its ability to obtain, on appropriate terms, any export license or permit required by applicable governmental law or regulation.
- 2.2. **Payment.** Unless otherwise agreed by the parties (i) Customer will pay the fees set forth in the applicable Order within 30 days after the invoice date and (ii) Humanetics will invoice Customer for fees related to any other Offerings in advance. If Customer’s usage of any Offering exceeds the applicable limits for such Offering, Customer will pay fees for excess use at the then-current price. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and all fees are non-refundable. If Customer has procured an Offering through a Humanetics-authorized solution partner, different terms regarding invoicing and payment may apply as specified between Customer and the solution partner. Humanetics and the solution partner may exchange information with the solution partner related to Customer’s use and consumption of the Offerings for account management and billing purposes.
- 2.3. **Taxes.** All amounts to be paid to Humanetics are exclusive of any taxes and other charges. Customer agrees to pay or reimburse Humanetics for any applicable taxes or duties, including but not limited to sales taxes, value-added taxes, goods and services taxes, and consumption taxes. If Customer is exempt from such taxes, it must provide valid exemption documentation. If Customer is required by

law to withhold income tax, it must promptly pay the tax to the authorities and provide Humanetics with official tax receipts. Customer is responsible for any taxes resulting from making an Offering available to Authorized Users outside the country where Customer is located.

3. USE OF OFFERINGS

- 3.1. **Authorized Users.** The number and categories of Authorized Users are defined in the Order. Customer is responsible and liable for all uses of the Offerings and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of any Authorized User of the Offerings licensed or sold to Customer, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Offerings, and shall cause Authorized Users to comply with such provisions.
- 3.2. **General Use Restrictions.** Customer will not, and will not permit any person or entity to: (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without Humanetics' prior written consent; (ii) modify, alter, tamper with, repair, or create derivative works of any Offering; (iii) reverse engineer, disassemble, decompile, or attempt to discover the source code of any Offering; (iv) use any Offering in a manner that could subject it to any open source software license that conflicts with this Agreement; (v) use any Offering to develop or enhance any product that competes with the Offering; or (vi) remove any proprietary notices or legends from any Offering. Customer will only use APIs identified as 'published' in the Documentation and only as described to support the authorized use of Offerings. Customer may copy Software or Documentation only as required to support the authorized use and must ensure that any such copy includes all proprietary notices. These restrictions do not apply if they conflict with mandatory applicable law.
- 3.3. **Restrictions on Use of Results and Outputs.** Any outputs, results, or Content generated by Customer using the Offering ("**Results**") are owned solely and exclusively by Humanetics and may only be used by Customer for Customer's internal business purposes during the Offering Term. Customer shall not use the Results in connection with development, operation, or improvement of any machine learning, deep learning, and other artificial intelligence ("**AI**") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment (collectively "**AI Technologies**") without Humanetics' prior written permission. To the extent Customer generates data or results using the Results with AI Technologies, such generated data or results, and all intellectual property rights therein, are considered derivative works of the Results and are hereby assigned to the Humanetics.
- 3.4. **Security of Customer Systems.** Customer is solely responsible for the security of Customer Systems, including any Offering hosted on, connected to, or integrated with Customer Systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, Trojans, ransomware, and other harmful components from Customer Systems and Offerings. Customer will also implement and maintain appropriate security measures, policies, and procedures to prevent unauthorized access, use, disclosure, modification, or destruction of any Offering or Content hosted on or connected to the Customer Systems ("**Security Breach**"), including encryption, backup, firewall, antivirus, and authentication controls. Customer will promptly notify Humanetics of any actual or suspected Security Breach involving any Offering or Content on Customer Systems and cooperate with Humanetics to investigate and resolve such breach. Customer will be solely liable for any damages, losses, liabilities, and costs arising from or relating to any Security Breach of Customer Systems,

including any damages relating to the Offerings, regardless of whether such breach is caused by Customer's negligence, misconduct, or failure to comply with this Agreement or any applicable laws.

- 3.5. **Reservation of Rights.** All Software, Cloud Services, and non-public Documentation are trade secrets of Humanetics and its licensors. Humanetics or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Humanetics IP. Humanetics reserves all rights in Offerings and Humanetics IP not expressly granted in this Agreement.
- 3.6. **No-Charge Offerings; Previews.** All (i) Offerings provided at no charge to Customer (“**No-Charge Offerings**”), and (ii) features or services offered as part of Cloud Services prior to their general release that are labeled or otherwise communicated to Customer as ‘trial’, ‘evaluation’, ‘preview’, ‘pre-release’, ‘early access’, or ‘non-general release’ (“**Previews**”), are provided “AS IS” without warranty, indemnity, support, or other commitments. Humanetics may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer’s use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings identified on an Order as being ‘demo’, ‘test’, ‘evaluation’, ‘beta’, or similar for internal test and evaluation purposes, and not for production or other commercial purposes.
- 3.7. **Information Obligations; Audit.** Customer will provide information or materials that Humanetics reasonably requests to verify compliance with this Agreement and any Supplemental Terms. Humanetics may, during regular business hours and with reasonable advance notice, conduct an audit of Customer's compliance. Customer will allow Humanetics or its authorized agents to access facilities, workstations, and servers and assist in determining compliance. Humanetics and its agents will follow reasonable security procedures while on Customer's premises.

4. DATA

- 4.1. **Data Privacy and Processing.** When Humanetics processes Customer's personal data, the Data Processing Terms at <https://www.humaneticsgroup.com/customer-terms/dpt> apply and are incorporated by reference. The terms at <https://www.humaneticsgroup.com/privacy-policy-gdpr> are also incorporated for processing EU data subjects' personal data. The terms at <https://www.humaneticsgroup.com/privacy-policy-pipl> are also incorporated for processing Chinese data subjects' personal data. Customer will indemnify Humanetics for any claims or costs due to Customer's noncompliance with data protection laws.
- 4.2. **Systems Information.** Humanetics and its affiliates and their subcontractors may collect and derive information regarding usage, operation, and maintenance of the Offerings or from Customer Content (collectively, “**Systems Information**”), and may use Systems Information to support, monitor, operate, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable. Humanetics may disclose Systems Information to a Humanetics-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to Customer. To determine unauthorized use of Software licenses, Humanetics reserves the right to embed a reporting mechanism in Software.
- 4.3. **Ownership and Use of Customer Content.** Except as expressly set forth in this Agreement, Humanetics will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Notwithstanding the terms of Section 4.1, Humanetics may use Customer Content on a non-anonymized and non-aggregated basis (i) to the extent necessary to enable Humanetics to provide and support the products and services for Customer and (ii) for internal purposes to evaluate, develop, and improve Humanetics Content. For avoidance of doubt, Humanetics agrees that no Customer Content that is non-anonymized or non-aggregated will be shared with third-parties or used by Humanetics except for the purposes expressly set forth herein. Customer is responsible for

the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. Humanetics recommends Customer confirm the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

5. WARRANTIES AND DISCLAIMERS

5.1. **Defects.** Humanetics warrants that Offerings will perform substantially as described in the Documentation for 90 days from the date they are first made available to Customer. If there is a breach of this warranty, Humanetics will, at its option: (i) correct errors or provide work-arounds, (ii) replace defective Offerings, or (iii) require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund fees paid for such Offering. This warranty excludes: (a) No-Charge or Preview Offerings, (b) Offerings that are retired or not generally supported as of the Order date, (c) Offerings under maintenance services terms in any applicable Supplemental Terms, and (d) issues arising from use not in accordance with this Agreement.

5.2. **Violation of Warranty.** The warranties set forth in Section 5.1 do not apply and become void if Customer breaches this Agreement or if anyone given access by Customer: (i) installs or uses the Cloud Services with unauthorized hardware or software, (ii) modifies or damages the Cloud Services, or (iii) misuses the Cloud Services, including any use not specified in the Documentation or authorized by Humanetics.

5.3. **Disclaimers.**

(A). **HUMANETICS MAKES ONLY THE LIMITED WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HUMANETICS DOES NOT GUARANTEE THAT: (I) REPORTED ERRORS WILL BE CORRECTED OR SUPPORT REQUESTS WILL MEET CUSTOMER'S NEEDS, (II) OFFERINGS OR ANY THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, FAIL-SAFE, FAULT-TOLERANT, OR FREE OF HARMFUL COMPONENTS, OR (III) ANY CONTENT, INCLUDING CUSTOMER CONTENT AND THIRD-PARTY CONTENT, WILL BE SECURE OR NOT LOST OR DAMAGED. 1 REPRESENTATIONS ABOUT OFFERINGS OR THEIR FEATURES IN ANY COMMUNICATION WITH CUSTOMER ARE TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE.**

(b). **Customer is responsible for assessing the suitability of each Offering for their intended use, selecting the necessary Offering to achieve their results, and using the Offering. By using the Offering, Customer agrees it meets their requirements for compliance with applicable laws. Customer will obtain, at their own expense, any rights, consents, and permits from vendors of software and services used in connection with any Offering. Orders are not contingent on any future features or functionality of the Offering. Humanetics does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client's) products or services and will not be liable for any third-party claims against Customer, except for Humanetics' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.**

6. LIMITATION OF LIABILITY.

THE ENTIRE, COLLECTIVE LIABILITY OF HUMANETICS, HUMANETICS AFFILIATES, HUMANETIC'S LICENSORS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES FOR ALL CLAIMS AND DAMAGES RELATED IN ANY WAY TO THIS AGREEMENT, IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNT PAID TO

HUMANETICS FOR THE OFFERING OR SERVICE THAT CAUSED THE DAMAGE OR IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATION DOES NOT APPLY TO HUMANETIC'S INDEMNITY OBLIGATION IN SECTION 7.1.

7. INDEMNIFICATION

- 7.1. **Humanetics Indemnity.** Humanetics will indemnify and defend Customer against any claim that Customer's authorized use of an Offering infringes a copyright, trade secret, or a patent or trademark issued by the United States, Japan, or a member of the European Patent Organization. Humanetics will cover all damages awarded or agreed in a settlement, provided Customer gives Humanetics: (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance, and (iii) sole authority to defend or settle the claim. Humanetics will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent.
- 7.2. **Injunction.** If a permanent injunction is obtained against Customer's use of an Offering due to an infringement claim, Humanetics may, at its option, obtain the right for Customer to continue using the Offering, or replace or modify the Offering to be non-infringing. If these remedies are not available, Humanetics will: (i) refund prepaid fees for the enjoined Offering on a pro-rata basis, (ii) terminate any applicable licenses, and (iii) require Customer to cease using the Offering and return all related Software. Humanetics may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.
- 7.3. **Exclusions.** Humanetics will not indemnify Customer for infringement claims arising from: (i) use of a prior version of the Offering when a current version is non-infringing, (ii) failure to use a replacement, correction, patch, or new version offered by Humanetics, (iii) use of the Offering with Content, equipment, or products not provided by Humanetics, (iv) use of No-Charge Offerings or Previews, (v) deliverables from Professional Services, (vi) any modifications not made by Humanetics, or (vii) instructions or specifications provided by Customer.
- 7.4. **Sole and Exclusive Remedy.** This Section 7 sets forth Humanetics' entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.
- 7.5. **Customer Indemnification.** Customer will indemnify, hold harmless, and, at Humanetics' option, defend Humanetics from any losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim based on: (i) Customer's or any of Customer's users' negligence or willful misconduct; (ii) unauthorized use of the Offerings or Documentation; (iii) use of the Offerings with data, software, hardware, equipment, or technology not provided or authorized by Humanetics; (iv) modifications to the Offerings not made by Humanetics; (v) use of any version other than the most current version of the Offerings or Documentation; or (vi) violation of any laws; or (vii) relating to any Security Breach of the Customer Systems. Customer may not settle any third-party claim against Humanetics unless the settlement fully releases Humanetics from all liability or Humanetics consents to the settlement. Humanetics has the right to defend itself against any third-party claim or participate in the defense with counsel of its choice.

8. RENEWAL, SUSPENSION, TERMINATION

- 8.1. **Subscription Offerings and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by Humanetics, the Offering Term for the applicable paid Offering will automatically renew for successive Offering Terms unless either party notifies the other at least 60 days prior to the end of the then-current Offering Term that it has elected not to renew. Any renewed Offering Term will be the same length as the preceding term or 12 months, whichever is greater. The then-current UCA (or successor terms) and any applicable Supplemental Terms available at <https://www.humaneticsgroup.com/customer-terms> will apply for the following Offering Term in lieu of this Agreement. The fees during any renewed Offering Term will be the same as those charged during the preceding Offering Term, unless (i) Humanetics notifies

Customer about different future fees at least 90 days prior to the end of the then-current Offering Term or (ii) fees for the renewed Offering Term(s) are specified on the Order.

- 8.2. **Suspension.** Humanetics may immediately suspend or limit Customer's or any Authorized User's access to Offerings if: (i) the use poses a security risk or liability to Humanetics or any third party, (ii) Customer materially breaches this Agreement, or (iii) any circumstances arise that allow for immediate termination under Section 8.3 below. Suspension does not relieve Customer of its obligation to pay fees and will be lifted once the issue is resolved.
- 8.3. **Termination.** Neither party may terminate an Order for convenience during the Offering Term. Either party may terminate an Order immediately if the other party materially breaches this Agreement and fails to cure the breach within 30 days of notice. Humanetics may immediately terminate any or all Orders or this Agreement if Customer: (i) installs or uses Humanetics software without authorization, (ii) files for bankruptcy, (iii) ceases to do business, (iv) breaches Sections 2.2, 3, 4.1, 9, 10, 11.4 or 11.7 of this Agreement, or (v) to comply with applicable law or government requests.
- 8.4. **Effect of Expiration or Termination.** Upon expiration or termination of any Order or this Agreement, Customer's rights to access and use the affected Offerings automatically terminate. Customer must immediately stop using the Offerings, remove and destroy all related Software and Confidential Information, and certify this in writing to Humanetics. Customer may retrieve their Content for 30 days after termination, provided they comply with the Agreement and pay any fees. After this period, all Customer Content may be deleted. Termination does not relieve Customer of the obligation to pay any outstanding fees, which become due immediately. If Customer terminates due to Humanetics' material breach, Humanetics will refund a pro-rata portion of any prepaid fees for the remaining Offering Term. Sections 2.2, 2.3, 3.2-3.4, 3.6, , 4.1, 4.2, 5.3, 6, 8.4, 9, 10, and 11 survive termination of this Agreement.

9. EXPORT CONTROL AND SANCTIONS COMPLIANCE

- 9.1. **Export.** Humanetics' obligations under this Agreement depend on Customer's compliance with all applicable export and re-export controls, embargoes, and economic and trade sanctions laws, including those of the United States and the European Union ("**Export Laws**"). Customer represents that Customer Content is non-controlled and that any Content on Cloud Services, including Customer Content and any Offering, will not be: (i) downloaded or accessed by a Sanctioned Person, (ii) exported or transferred to a Sanctioned Person or in violation of Export Laws, (iii) used for prohibited purposes under Export Laws, or (iv) used for non-civilian purposes without proper licenses. Customer also represents that it is not a Sanctioned Person and will not allow access to any Content or Offering from a Sanctioned Country. Customer will review and update its list of Authorized Users annually to ensure compliance with Export Laws. Humanetics may conduct Export Laws checks, and Customer will provide necessary information upon request. Customer is responsible for ensuring Authorized Users comply with Export Laws. A "**Sanctioned Country**" is a country subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine). A "**Sanctioned Person**" is anyone listed on relevant sanctions lists or associated with a Sanctioned Country.
- 9.2. **Information Disclosure.** If Customer discloses to Humanetics any information that is (i) Covered Defense Information or Controlled Unclassified Information as defined in U.S. Government regulations, or (ii) subject to Export Laws that require controlled data handling, Customer will notify Humanetics personnel in advance of each instance of disclosure and will use the notification tools and methods specified by Humanetics.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. **Confidential Information.** “**Confidential Information**” means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. Humanetics Confidential Information includes the terms of this Agreement and any Order, Offerings, Systems Information, Humanetics IP, and any information Customer derives from benchmarking any Offering. The receiving party will (i) not disclose Confidential Information, except (a) on a need-to-know basis to its and its affiliates’ employees, consultants, contractors, and financial, tax, and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in this Agreement, or (b) as otherwise authorized by the disclosing party or this Agreement, (ii) use Confidential Information only as required to exercise or enforce rights or perform obligations under this Agreement, and (iii) use reasonable care to protect against unauthorized use and disclosure of the disclosing party’s Confidential Information. The receiving party will be liable for compliance with this Section 10 by each of its recipients. Humanetics and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials.
- 10.2. **Exclusions.** The obligations in Section 10.1 will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party’s possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party’s Confidential Information, or (v) is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

11. GENERAL PROVISIONS

- 11.1. **Humanetics Affiliates and Subcontractors.** Humanetics' parent company or its affiliates may exercise Humanetics' rights and fulfill its obligations under this Agreement. Humanetics may use resources, including unaffiliated subcontractors, in various countries to provide Offerings. Humanetics remains responsible for its obligations.
- 11.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, employment, or fiduciary relationship between the parties, and neither party can bind the other.
- 11.3. **No Third-Party Beneficiaries.** This Agreement benefits only the parties involved and their successors and permitted assigns, and does not grant any rights or benefits to any other person or entity.
- 11.4. **Assignment.** This Agreement binds the parties' successors, legal representatives, and permitted assignees. Customer may not assign, sublicense, or transfer this Agreement or its rights without Humanetics' prior written consent. Any unauthorized assignment is void.
- 11.5. **License Rights Applicable to the U.S. Government.** Offerings are commercial products that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered ‘Commercial Items’ and ‘Commercial Computer Software’ or ‘Computer Software Documentation’, as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are

contrary to applicable mandatory federal laws. Humanetics will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

- 11.6. **Feedback.** If Customer provides any ideas or feedback regarding any Offering, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively “**Feedback**”), Feedback may be used by Humanetics without condition, attribution, or restriction.
- 11.7. **Force Majeure.** Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control, including any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. The delayed party will promptly notify the other party of any such event.
- 11.8. **Notices.** Humanetics may notify Customer by: (i) posting a notification on Cloud Services or the Subscription Console, (ii) sending an email or text message to the contact information provided by Customer, or (iii) sending an email to relevant Authorized Users. Customer must regularly check Cloud Services and the Subscription Console and keep Humanetics updated with current email addresses. If Customer fails to do so or if technical issues prevent receipt, notices will be considered delivered three days after being sent. Notices about claims or disputes will be sent to the address specified in the Order. A party may change its address for notices by providing written notice to the other party.
- 11.9. **Language.** If Humanetics provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.
- 11.10. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of the State of Michigan. Any disputes will be subject to the jurisdiction of the courts of Michigan. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties can seek interim relief in any court of competent jurisdiction. Humanetics may bring actions in the courts where the Offering is used or where Customer's business is located to enforce intellectual property rights or for payment of fees.
- 11.11. **No Waiver; Validity and Enforceability.** Failure to enforce any provision of this Agreement is not a waiver of that provision. If any provision is found invalid, illegal, or unenforceable, the remaining provisions remain in effect. Electronic signatures or acceptance via an electronic system specified by Humanetics have the same force as manual signatures.
- 11.12. **Entire Agreement.** This Agreement, along with any applicable Supplemental Terms, constitutes the entire agreement between the parties and supersedes all previous agreements or communications. References to documents include all related documents unless stated otherwise. This Agreement can only be modified as set out in Supplemental Terms or an Order, and through written or electronic signatures of authorized representatives. Terms in any purchase order or similar Customer document do not apply and will not modify this Agreement.