



HUMANETICS TERMS AND CONDITIONS OF SALE

1. FORMATION OF CONTRACT

By placing an order, accepting or paying for the goods specified on the face of this order or quotation, Purchaser agrees to the terms and conditions of sale contained herein. If Purchaser objects to any of these terms, such objection shall be in writing and received by HUMANETICS. Additional or different terms in Purchaser's purchase order or other forms shall not be deemed objections hereto, unless specifically and conspicuously labeled "objections". Any additional or different terms contained in Purchaser's form are objected by HUMANETICS without need of further notice, and shall not be binding on HUMANETICS unless expressly accepted in writing by an officer of HUMANETICS. HUMANETICS written confirmation of the order shall not constitute an acceptance by HUMANETICS in writing of any additional or different terms contained in purchaser's form.

For the purposes of these Terms and Conditions of Sale, the term "**Products**" shall include both **hardware components** (including devices, equipment, physical deliverables, and accessories) and **software offerings** (including licensed software, cloud-based services, and digital deliverables), as applicable and as specified in the Order or quotation. The specific terms applicable to each type of Product are set forth in the relevant sections below.

2. TERMS OF PAYMENT

Unless otherwise indicated on the face of order or quotation: Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packing, except as otherwise expressly agreed upon. The purchase price is due and payable net within 30 days from the date of the invoice. HUMANETICS reserves all rights to claim further damages for delay. HUMANETICS, at its option, may hold all goods for shipment at one time, or may make partial shipment provided any agreed delivery schedule is met; and each shipment shall be treated as a separate contract for the purposes of these Terms of Sale, and HUMANETICS may refuse to make additional shipments if Purchaser is in breach with respect to any prior shipment. In the event of shipments arranged by HUMANETICS, Purchaser may request that a shipment be insured at net value or minimum coverage provided by carrier, whichever is greater. In the event of damage or loss in shipment, Purchaser should file a timely claim with the carrier and also notify HUMANETICS.

3. PERMITS

Sales, excise, use, gross receipts, added value or similar taxes whether presently in force or here-after enacted shall be deemed extra charges and Purchaser agrees to pay the same at applicable rates. All licenses and permits, whether federal, state, local or those of a foreign government, shall be obtained by Purchaser at Purchaser's expense.

4. DELIVERY

The scheduled shipping date, if any, upon the face of this document is HUMANETICS's best estimate at the time the order is entered, but HUMANETICS shall not be liable for any failure or delay in making delivery of the product by the due date, unless such failure is reckless or willful. The existence of delay, other than delay from HUMANETICS's recklessness or willfulness, shall automatically extend the time of performance and delivery by HUMANETICS to the extent necessary to enable it to make delivery with reasonable diligence after the causes of the delay have been removed. Unless otherwise specifically agreed in a writing signed by a HUMANETICS



officer, HUMANETICS will not accept purchase orders or make offers to sell products on terms which provide that “time is of the essence”.

5. ACCEPTANCE

Purchaser will be deemed to have accepted the goods described on the face hereof if HUMANETICS does not receive written notice of rejection within 10 days of receipt by Purchaser. In any event, payment shall constitute acceptance.

6. DESIGN

Unless otherwise specifically agreed in writing, HUMANETICS reserves the right to adopt any changes in the design or manufacture of its products, the utility of which shall be in HUMANETICS's sole discretion. In the event that this order or quotation is supplied in compliance with Purchaser's plans, drawing or specifications, Purchaser shall indemnify and hold HUMANETICS harmless from and against all damages, liabilities, losses, and expenses (including, without limitation, damages for infringements on the patents of others).

7. USE OF SOFTWARE OFFERINGS

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

8. LIMITED WARRANTY AND DISCLAIMERS

8.1. 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 product (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.

8.2. Violation of Warranty. The warranties set forth in Section 8.1 do not apply and become void if Customer breaches this Agreement or if anyone given access by Customer.

8.3. 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. 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 thirdparty claims against Customer, except for HUMANETICS' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

9. 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 10.1.

10. INDEMNIFICATION

10.1. 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.

10.2 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.

10.3. 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.

10.4. Sole and Exclusive Remedy. This Section 10 sets forth HUMANETICS' entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.

10.5. 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 thirdparty 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 thirdparty claim or participate in the defense with counsel of its choice.

11. CONFIDENTIAL INFORMATION

Each party ("Receiving Party") agrees to keep confidential and not disclose to any third party any non-public, proprietary or confidential information ("Confidential Information") received from the other party ("Disclosing Party") in connection with the order or quotation, including technical, commercial, financial, or strategic information, whether disclosed in writing, orally, electronically or by inspection.

The Receiving Party shall:

- use the Confidential Information solely for purposes of fulfilling its obligations or exercising its rights under this Agreement,
- protect such information with at least the same degree of care it uses to protect its own confidential information of like importance (but no less than reasonable care),
- not disclose it to any third party without prior written consent of the Disclosing Party, except to employees, affiliates, or contractors who have a need to know and are bound by obligations of confidentiality at least as restrictive as those herein.

The obligations above do not apply to information that:

- is or becomes publicly available through no breach by the Receiving Party,
- was lawfully known to the Receiving Party before disclosure,
- is rightfully received from a third party without restriction,



- is independently developed without use of the Disclosing Party's Confidential Information.

If disclosure is required by law or court order, the Receiving Party may disclose Confidential Information but only after providing prompt written notice to the Disclosing Party (unless legally prohibited) and cooperating to seek protective measures.

These confidentiality obligations shall survive for **three (3) years** after the termination or expiration of the Agreement, except for trade secrets, which shall be kept confidential as long as they remain trade secrets under applicable law.

12. PRICE CHANGES

HUMANETICS reserves the right to change prices set forth in price lists, quotations and acknowledgments issued by HUMANETICS, for products ordered by Purchaser which at Purchaser's request are rescheduled for a new shipment date.

13. GOVERNING LAW

The validity, construction and performance of this contract and the transactions to which it relates shall be governed by the laws of Michigan. All actions, claims or legal proceeding in any way pertaining to this contract or related transactions shall be commenced and maintained in Michigan state courts or in federal court for the District of Michigan. Both parties acknowledge that, in pursuing this transaction, each has had minimum contacts with Michigan and the parties hereto agree to submit themselves to the jurisdiction of such court.

14. OTHER TERMS AND CONDITION OF SALE

Any terms and conditions of sale proposed by Purchaser shall not be deemed to constitute terms and conditions of sale applicable to this order unless such terms are consistent herewith, and no prior course of dealings between HUMANETICS and Purchaser, nor common usage of trade shall operate to modify any of these general terms and conditions of sale.