

**SAFETY IN MOTION®  
MASTER AGREEMENT**

**Last Updated: September 12th, 2019**

***NOTE: THIS MASTER AGREEMENT WILL ONLY APPLY TO THE EXTENT THAT NO BINDING AGREEMENT, WRITTEN OR ELECTRONIC, (THE “OTHER AGREEMENT”) IS ALREADY IN PLACE BETWEEN CUSTOMER (DEFINED BELOW) AND SAFETY IN MOTION, INC. PERTAINING TO THE PRODUCTS AND/OR SERVICES TO WHICH THIS AGREEMENT APPLIES. TO THE EXTENT THAT ANY OTHER AGREEMENT IS IN EFFECT, THEN SUCH OTHER AGREEMENT WILL GOVERN CUSTOMER’S PARTICIPATION IN THE SIM PROCESS (AS DEFINED BELOW) AND THIS AGREEMENT WILL NOT APPLY.***

**BY INDICATING YOUR ASSENT TO ENTER THIS AGREEMENT, YOU SUBMIT TO SAFETY IN MOTION, LLC, AN OREGON LIMITED LIABILITY COMPANY (“SIM”), AN OFFER TO OBTAIN THE RIGHT TO PARTICIPATE IN THE SIM PROCESS UNDER THE PROVISIONS OF THIS MASTER AGREEMENT (THE “AGREEMENT”) AND HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE “CUSTOMER”) WISHING TO USE THE SERVICES LISTED ON THE ORDER FORM, QUOTE, STATEMENT OF WORK AND/OR INVOICE (EACH AN “ORDER FORM”) WHICH SIM PROVIDES TO CUSTOMER IN CONNECTION WITH CUSTOMER’S PARTICIPATION IN THE SIM PROCESS. THE TERMS OF EACH ORDER FORM WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.**

**IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE CUSTOMER OR YOU OR THE CUSTOMER DO NOT AGREE TO ANY OF THE TERMS BELOW, SIM IS UNWILLING TO PROVIDE THE SERVICES TO CUSTOMER, AND YOU SHOULD DISCONTINUE THE ORDER, AND/OR REGISTRATION PROCESS.**

**1. SCOPE OF AGREEMENT; EXHIBITS.**

**1.1 Scope of Agreement.** SIM is the provider of its proprietary Safety In Motion® education and action process (the “SIM Process”) that is intended to assist its customers in reducing the risk factors and incidence of musculoskeletal pain or injury in their workforce. This Agreement is entered by the parties in connection with Customer’s participation in the SIM Process and provides the framework for Customer to purchase from SIM one or more of the following SIM products and/or services (as stated in an Order Form, defined below): (a) licenses to access and use certain SIM products, including all text, audio, video, graphics, animation, drawings, programming, icons, images, pictures, charts, documentation and data contained therein (“SIM Content”); (b) related training or other professional services (collectively, “Professional Services”); and/or (c) licenses to access and use SIM’s proprietary SIM4® online portal (the “Portal”) for purposes of managing certain aspects of the SIM Process, which will be hosted and made available by SIM (the “Website Services” and, collectively with the Professional Services, the “Services”).

**1.2 Exhibits.** Customer’s participation in the SIM Process, shall be governed by this Agreement and, if applicable, one or more exhibits to this Agreement (the SIM Content License Exhibit and/or the SIM Portal Access Exhibit, each being an “Exhibit”).

**2. ORDERING PROCESS.** Customer may from time to time order SIM Content, Professional Services and/or Website Services by placing orders with SIM. The terms of each order will be set forth in a written or electronic order

form or proposal to be mutually agreed upon by SIM and Customer (each, an “Order Form”). Each Order Form will include, as applicable, a description of (a) the specific SIM Content, Professional Services and/or Website Services to be provided by SIM, (b) the number of permitted individual Customer employees and contractors who are entitled to access and use the SIM Content, whether via the Portal, in connection with Customer training or otherwise, pursuant to this Agreement (each a “User”), (c) the duration of Customer’s right to use the SIM Content and, if applicable, related Website Services (the “Subscription Term”), (d) relevant pricing and payment terms and (e) other relevant order terms. Each Order Form will be subject to the terms and conditions of this Agreement and is incorporated herein by reference. In the event of any conflict or inconsistency between the terms or conditions of this Agreement and any provisions in an Order Form, the conflicting or inconsistent provision in the Order Form will have no force or effect unless it constitutes an enforceable amendment meeting the requirements of Section 13 below. This Agreement does not obligate Customer to order any particular volume of SIM Content or Services.

**3. PROFESSIONAL SERVICES.** Any equipment or property owned by Customer, including any artwork, drawings, logos, designs, photos or other content provided by Customer (collectively, “Customer Content”), that may be used in connection with SIM’s performance of Professional Services will remain the sole title and property of Customer. In connection with Professional Services, the parties acknowledge and agree that SIM does not provide custom development of any SIM Content, but instead configures SIM Content on behalf of customers to address specific customer tasks. Therefore, except with respect to Customer Content and Customer Confidential Information (as defined in Section 7 below) or as otherwise set forth in the applicable Order Form, all work product created by SIM in the performance of Professional Services and any and all intellectual property rights therein are and shall remain the sole and exclusive property of SIM; provided that SIM hereby grants to Customer during the applicable Subscription Term a limited, non-exclusive, non-transferable license, without sublicense rights, to use of any deliverables provided by SIM in connection with the Professional Services to the extent necessary for Customer’s business purposes. If any Professional Services will be provided onsite at Customer’s facilities, Customer must provide adequate office space and procure all rights and permissions required by applicable law and/or Customer’s policies and regulations. In addition, when travel is requested and/or approved by Customer in an Order Form, Customer agrees to reimburse SIM for all actual, reasonable travel and travel related expenses, approved in advance and in writing by Customer.

**4. TERM AND TERMINATION.** This Agreement commences on the date Customer first enters into an Order Form with SIM (the “Effective Date”) and remains in effect until terminated as set forth herein. Either party may terminate this Agreement and/or applicable Order Forms by written notice effective immediately: (a) in the event that the other party is in material breach of this Agreement, and the breach is incapable of cure or though capable of cure, remains uncured for 30 days after receipt of written notice of default; or (b) upon the other party’s voluntary filing or having filed against it a petition under applicable bankruptcy or insolvency laws which such party fails to have released within 30 days after filing, suspension of business, assignment of assets for the benefit of creditors, or voluntary dissolution of the other party’s assets. In addition, either party may terminate this Agreement at any time, with or without cause, upon written notice to the other party in the event that no Order Forms are then in effect. Sections 5, 6, 7, 8.2, 9, 10, 11 and 12 of this Agreement and any sections set forth in applicable Exhibits will survive termination or expiration of the Agreement; all other rights and obligations of the parties will terminate upon termination or expiration.

**5. FEES AND PAYMENT TERMS; AUDIT RIGHTS.**

**5.1 Fees and Payment Terms.** Customer agrees to pay SIM the fees (“Fees”) set forth in each applicable Order Form. Unless otherwise set forth in the Order Form, all Fees for SIM Content and Website Services are payable in advance of the applicable Subscription Term. Customer will pay all Fees described in each applicable invoice within 45 days of the invoice date. All payments shall be made in currently available funds payable at either the address set forth on the invoice or such other address as SIM may specify in writing. All Fees shall be in the currency of the United States and specifically exclude (and Customer is separately responsible for) any and all applicable sales, use and other taxes, (other than taxes based on SIM’s income). Any amounts due under the Agreement which are not paid within thirty (30) days of their due date shall be subject to a late payment charge of one and one half percent (1-1/2%) and shall thereafter bear interest at a rate of eighteen percent (18%) per annum until paid. Each party is responsible for its own expenses under this Agreement.

**5.2 Audit Rights.** SIM or its representatives may audit only those Customer records that relate to SIM’s provision of the Services to Customer, including Customer’s personnel training records and learning management system records during the term of this Agreement, and for two (2) years after the expiration of this Agreement, but only to the extent necessary to ensure compliance with the terms of this Agreement. Any such audit shall be conducted during regular business hours at Customer’s facilities and shall not unreasonably interfere with Customer’s business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid Fees due to SIM, all such fees shall be paid immediately, together with interest at the rate of prime plus two percent (2%); and in the event such underpayment is in excess of five percent (5%) of the total owed to SIM for any given audit period, then Customer shall, in addition, reimburse to SIM the reasonable costs of conducting the audit.

**6. PROPRIETARY RIGHTS.** As between the parties hereto, SIM will retain all right, title and interest in and to the SIM Content, Portal, Services, related documentation and any copyright notices or any name, logo, tagline or other designation of SIM displayed on any portion of the SIM Content or Portal (“SIM Marks”), including all updates and upgrades thereto, including all intellectual property and proprietary rights incorporated into or related to the foregoing. All rights not expressly licensed by SIM under this Agreement are reserved. Subject to the terms and conditions of this Agreement, SIM hereby grants to Customer a limited, revocable, non-exclusive, non-transferable license, without sublicense rights, to use the SIM Marks, solely in connection with the marketing, promotion and provision of the Content. Customer will not directly or indirectly obtain or attempt to obtain at any time, any right, title or interest by registration or otherwise in or to the SIM Marks. Customer acknowledges

that the goodwill associated with the SIM Marks belongs exclusively to SIM and, upon request, Customer will modify or cease its use of any SIM Marks.

**7. CONFIDENTIALITY.** “Confidential Information” means, with respect to a party (the “disclosing party”), information that pertains to such party’s business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps and documentation, performance results, pricing, and other confidential or proprietary information. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the “receiving party”) knew or reasonable should have known, under the circumstances, was considered confidential or proprietary by the disclosing party, will be considered Confidential Information of the disclosing party even if not designated or marked as such. The receiving party shall preserve the confidentiality of the disclosing party’s Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before Effective Date without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure.

**8. WARRANTIES; DISCLAIMERS.**

**8.1 Warranties.** SIM represents and warrants that all Professional Services will be performed in a diligent and workmanlike manner in accordance with industry standards. In the event of any breach of the foregoing warranty, SIM shall, as its sole liability and Customer’s sole remedy, re-perform such Professional Services at no additional cost to Customer. Each party hereby represents and warrants to the other party that (i) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement, (ii) it will comply with all applicable laws in the performance of its obligations under this Agreement, and (iii) it is not subject to any other agreement that would conflict with its ability to perform its obligations under this Agreement.

**8.2 Disclaimers.** THE EXPRESS WARRANTIES IN SECTION 8.1 ARE THE EXCLUSIVE WARRANTIES OFFERED BY SIM AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. SIM DOES NOT WARRANT THAT (I) USE OF THE SIM PROCESS WILL ACTUALLY PREVENT WORKPLACE INJURIES OR (II) USE OF THE PORTAL OR SIM CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**9. INDEMNIFICATION.** SIM will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the SIM Content or any Services infringe any U.S. copyrights or misappropriate any trade secrets recognized as such under the Uniform Trade Secrets Act and SIM will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Notwithstanding the foregoing, SIM will have no obligation under this Section 9 or otherwise with respect to any infringement claim based upon (a) any unauthorized use, reproduction, or distribution of the SIM Content by Customer or any User, (b) any use of the SIM Content in combination with other products, equipment, software, or data not supplied by SIM, (c) continued use of other than the then-current release of the SIM Content, or (d) any modification of the SIM Content by any person other than SIM or its authorized agents or contractors. If the SIM Content or any Services become, or in SIM’s opinion are likely to become, the subject of an infringement claim, SIM may, at its option and expense, either (i) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (ii) replace or modify the applicable SIM Content or Services so that it becomes non-infringing and remains functionally equivalent. If SIM is not able to achieve either of the two (2) foregoing options within thirty (30) days, SIM may refund to Customer any applicable prepaid Fees in which case this Agreement will automatically terminate. This Section 9 states SIM’s entire liability and Customer’s sole and exclusive remedy for infringement claims and actions. The foregoing obligations are conditioned on Customer notifying SIM promptly in writing of such action, Customer giving SIM sole control of the defense thereof and any related settlement negotiations, and Customer cooperating and, at SIM’s reasonable request and expense, assisting in such defense. Notwithstanding the foregoing, SIM’s rights under this subsection are contingent on its agreement that it will not settle any claim without Customer’s prior written consent unless that settlement includes a full and final release of all claims against the indemnified party and does not impose any obligations on the indemnified party.

**10. LIMITATION ON LIABILITY.** IN NO EVENT SHALL SIM BE LIABLE TO CUSTOMER, USERS OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER SIM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIM'S AGGREGATE CUMULATIVE LIABILITY TO CUSTOMER USERS AND THIRD PARTIES, IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE FEES ACTUALLY PAID TO SIM BY CUSTOMER UNDER THE APPLICABLE ORDER FORM AS OF THE DATE OF THAT SUCH LIABILITY FIRST ARISES.

**11. INJUNCTIVE RELIEF.** The parties acknowledge that the SIM Content and each party's Confidential Information are unique property, and the unauthorized use thereof will cause the injured party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, the parties agree that the injured party will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of each party's Confidential Information, the SIM Content, or any information or data contained therein.

**12. GENERAL.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. This Agreement controls the actions of all party representatives, officers, agents, employees and associated

individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing who take their rights hereunder. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the State of Oregon, without regard to Oregon conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Multnomah County, Oregon. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement together with the Order Forms executed hereunder and all expressly referenced documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. The terms on any purchase order or similar document submitted by Customer to SIM will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party and are deemed delivered when received.

## SIM CONTENT LICENSE EXHIBIT

This SIM Content License Exhibit ("SIM Content License Exhibit") is by and between Safety Safety In Motion, LLC an Oregon limited liability company with its principal place of business located at 4800 Meadows Rd. Suite 480 Lake Oswego, OR 97035 ("SIM"), and the customer ("Customer"), and is entered into in connection with the Master Agreement or similar agreement governing the relationship ("Agreement") between the parties. Capitalized terms that are not otherwise defined in this SIM Content License Exhibit shall have the meanings set forth in the Agreement. The SIM Content License Exhibit is effective as of the Effective Date under the Agreement. SIM and Customer hereby agree as follows:

### 1. SCOPE OF SIM CONTENT LICENSE

**EXHIBIT.** SIM is the provider of its proprietary Safety In Motion® education and action process (the "SIM Process") that is intended to assist its customers in reducing the risk factors and incidence of musculoskeletal pain or injury in their workforce. Pursuant to the terms and conditions of the Agreement, Customer has elected to participate in the SIM Process. This SIM Content License Exhibit sets forth the terms and conditions pursuant to which Customer may, but is not obligated to, purchase from SIM licenses to access and use certain SIM products, including all text, audio, video, graphics, animation, drawings, programming, icons, images, pictures, charts, documentation and data contained therein ("SIM Content"). In the event that Customer agrees to purchase licenses to SIM Content pursuant to an Order Form or other ordering document ("Order Form"), the terms of this SIM Content License Exhibit shall apply.

**2. LICENSE GRANTS.** Subject to the terms of this Agreement, and during the subscription term set forth in the applicable Order Form ("Subscription Term"), SIM hereby grants to Customer a limited, revocable, non-exclusive, non-transferable license, without sublicense rights, to (a) permit a reasonable number of Subject Matter Experts (as defined below) to access and use the SIM Content solely purposes of providing safety educational services to other Users (collectively, "Training Recipients"); (b) permit the authorized number of Training Recipients set forth in the applicable Order Form to access and use the SIM Content solely in connection with such Training Recipients' participation in Customer's safety educational programs; provided that, with respect to eSIM™ SIM Content, Customer may make such SIM Content available to Training Recipients within Customer's internal or external learning management system; and (c) customize SIM Content in the manner set forth in such Order Form ("Customer Customizations") solely for Customer's own business purposes in connection with the implementation of the SIM Process. For purposes of this Agreement, "Subject Matter Experts" shall include designated Users that have been certified by SIM to provide training services to Training Recipients on behalf of Customer; provided that (i) any Subject Matter Expert that is not an employee of Customer must be bound by written terms and conditions with Customer that serve to protect SIM in a manner no less protective than the terms and conditions of the Agreement and this SIM Content License Exhibit and (ii) Customer shall be responsible for all acts and/or omissions of Subject Matter Experts and other Users. In the event that any Subject Matter Expert that has been certified by SIM ceases to be in the service of Customer or otherwise fails to maintain

such certification in accordance with SIM standards and policies, Customer will ensure that such Subject Matter Expert (i) promptly deletes and destroys all related SIM Content in his or her possession and (ii) no longer acts as a Subject Matter Expert under this SIM Content License Exhibit.

**3. RESTRICTIONS.** Except as otherwise expressly permitted under the Agreement or authorized in advance by SIM in writing, Customer agrees not to: (a) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available any SIM Content (or any portion thereof) to third parties that are not authorized Users, including, but not limited to, making such SIM Content available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source; (b) embed or incorporate in any manner the SIM Content (or any element thereof) into other applications of Customer or third parties; (c) create modifications to or derivative works of the SIM Content other than Customer Customizations; (d) knowingly allow any User or individual or entity under the control of Customer to access SIM Content or the Portal without a valid license from SIM for such access; (e) use or transmit the SIM Content in violation of any applicable law, rule or regulation, including any export/import laws, (f) in any way access, use, or copy any portion of the Content to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the SIM Content or (g) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of SIM displayed on any portion of the SIM Content ("SIM Marks"). Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

**4. CUSTOMER CONTENT; SECURITY.** Customer shall be solely responsible for any artwork, drawings, logos, designs, photos or other content provided by Customer, including any such content used by Customer to develop Customer Customizations (collectively, "Customer Content"). As between the parties hereto, Customer will retain all right, title and interest in and to the Customer Content; provided that Customer hereby grants to SIM a non-exclusive license to utilize any Customer Content provided to SIM solely in connection with the provision of Services.

**5. GENERAL.** The terms and conditions of the Agreement will apply to this SIM Content License Exhibit except that in the event of any conflict between the express terms and conditions of this SIM Content License Exhibit and the terms of the Agreement, the terms of this SIM Content License Exhibit shall govern but only to the extent of such conflict. All modifications to or waivers of any terms of this

Addendum must be in a writing that is signed by the parties hereto and expressly references this SIM Content License

Exhibit.

## SIM PORTAL ACCESS EXHIBIT

This SIM Portal Access Exhibit ("SIM Portal Access Exhibit") is by and between Safety In Motion, LLC an Oregon limited liability company with its principal place of business located at 4800 Meadows Rd. Suite 480 Lake Oswego, OR 97035 ("SIM"), and the customer ("Customer"), and is entered into in connection with the Master Agreement or similar agreement governing the relationship ("Agreement") between the parties. Capitalized terms that are not otherwise defined in this SIM Portal Access Exhibit shall have the meanings set forth in the Agreement. The SIM Content License Exhibit is effective as of the Effective Date under the Agreement. SIM and Customer hereby agree as follows:

### 1. SCOPE OF SIM PORTAL ACCESS EXHIBIT.

Pursuant to the terms and conditions of the Agreement, Customer has elected to participate in the SIM Process. This SIM Portal Access Exhibit sets forth the terms and conditions pursuant to which Customer may, but is not obligated to, purchase from SIM licenses to access and use SIM's proprietary SIM4® online portal (the "Portal") for purposes of managing certain aspects of the SIM Process, to be hosted and made available by SIM (the "Website Services"). In the event that Customer agrees to purchase licenses to the Portal pursuant to an Order Form or other ordering document ("Order Form"), the terms of this SIM Portal Access Exhibit shall apply.

**2. ADMINISTRATIVE RIGHTS.** The Portal will include a restricted-access administrative interface component ("Administrative Interface") to allow employees or specific independent contractors designated by Customer ("Administrative Users") to access the configuration and settings components of the Portal to manage, configure and monitor the Portal for Customer's benefit, which such configuration may include enabling the Portal to interact with a mobile application ("Mobile App") separately made available to Users by SIM. Each Administrative User will be provided access to and use of the Administrative Interface ("Admin User Access"). Customer shall be responsible for ensuring the security and confidentiality of all Admin User Access. Customer acknowledges that it will be solely and fully responsible for all liabilities incurred through use (permitted or unpermitted) of any Admin User Access.

**3. LICENSE GRANTS; MOBILE APPS.** In addition to the rights set forth in the SIM Content License Exhibit, subject to the terms of this Agreement, and during the Subscription Term, SIM hereby grants to Customer a limited, revocable, non-exclusive, non-transferable license, without sublicense rights, to permit Administrative Users to access and use the Portal solely for Customer's own business purposes in connection with the implementation of the SIM Process. For purposes of clarification, Customer acknowledges and agrees that all Mobile Apps shall be made available solely in accordance with the terms of the then-current end user license agreement under which each such Mobile App is made available (the "EULA"), which such EULA shall supersede any conflicting terms or conditions of this Agreement with respect to any access to and use of the Mobile Apps.

**4. RESTRICTIONS.** Except as otherwise expressly permitted under the Agreement, Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or

otherwise attempt to discover the source code of or trade secrets embodied in the Portal or Hosting Services (or any portion thereof); (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Portal (or any portion thereof) to third parties that are not authorized Users, including, but not limited to, making the Portal available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the SIM Content (or any element thereof) into other applications of Customer or third parties; (d) knowingly allow any User or individual or entity under the control of Customer to access the Portal without a valid license from SIM for such access; (e) in any way access, use, or copy any portion of the Portal to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the SIM Content or (f) remove, obscure or alter any SIM Marks displayed on any portion of the Portal. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

### 5. CUSTOMER CONTENT; RIGHTS AND RESTRICTIONS; SECURITY.

**5.1 Rights and Restrictions.** Customer hereby grants to SIM an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use, modify, delete from, add to, create derivative works of, publicly perform, publicly display, reproduce and distribute (and to sublicense the foregoing rights through multiple tiers of licensees) Customer Content on or through the Portal. Customer acknowledges that certain Customer Content, if elected by an Administrative User (i.e., by selection of the public library option within the Portal (as opposed to the private library option)), may be publicly accessible to other SIM customers and viewable within the Portal and other SIM websites. SIM shall not be liable for protection or privacy of any such Customer Content. Customer represents and warrants that: (i) it owns the Customer Content posted on or through the Portal or otherwise has the right to grant the license set forth above, and (ii) the posting of Customer Content on or through the Portal does not violate the privacy rights, publicity rights, contract rights, intellectual property or any other rights of any person or entity. SIM reserves the right to take down, delete and/or block access (whether temporarily or permanently) to any Customer Content that violates any of the provisions of this Section 5.1 or in respect of which SIM receives a complaint from any person. Customer is responsible for establishing and

enforcing terms of use and privacy policies applicable that govern use of the Hosting Services and Portal by Users as permitted under this SIM Portal Access Exhibit and applicable law.

**5.2 Security.** SIM shall (i) establish and maintain appropriate technical and organizational measures to protect against accidental damage to, or destruction, loss, or alteration of Customer Content; (ii) establish and maintain appropriate technical and organizational measures designed to protect against unauthorized access to the Customer Content; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Customer Content.

**6. HOSTING SERVICES; SUPPORT.** SIM will be responsible for the set-up, configuration and hosting of the applicable SIM Content within the Portal, including obtaining and maintaining all physical equipment and/or software necessary to perform such services. SIM may delegate its obligations to provide Hosting Services to its third party hosting provider. SIM shall use commercially reasonable

efforts to maintain operation of the Portal 365-days per year, subject to downtime for repairs, upgrades or routine maintenance; provided that SIM will use commercially reasonable efforts to minimize the impact of such operations. Administrative Users may report to SIM any errors or other issues with the Portal or SIM Content via telephone and/or email in accordance with SIM's then-current support policy and SIM shall use commercially reasonable efforts to correct any such errors.

**7. GENERAL.** The terms and conditions of the Agreement will apply to this SIM Portal Access Exhibit except that in the event of any conflict between the express terms and conditions of this SIM Portal Access Exhibit and the terms of the Agreement, the terms of this SIM Portal Access Exhibit shall govern but only to the extent of such conflict. All modifications to or waivers of any terms of this Addendum must be in a writing that is signed by the parties hereto and expressly references this SIM Portal Access Exhibit.