

(LATEST REVISION DATE: 27 MARCH 2018)

TERMS OF USE AGREEMENT FOR NINESIGHTS OPEN INNOVATION COMMUNITY

1. SCOPE OF AGREEMENT: NineSigma created the NineSights website ("NineSights") to provide a forum where NineSigma's customers, solution providers, other users, and other interested parties (each, a "User" and collectively, "Users") may NON-CONFIDENTIALLY share information, post needs and technology briefs, comment, provide reviews, vote on prospective features and solutions and engage in conversation threads around open innovation and User marketed products and services. If User is accessing and/or using NineSights on behalf of User's employer or as a consultant or agent of a third party (each, a "Company"), User represents and warrants that User has the authority to act on behalf of and bind Company to the terms of this Terms of Use Agreement ("TOU") and everywhere in this TOU that refers to User, shall also include Company.

2. ACCEPTANCE OF TERMS: Unless otherwise agreed to in a separate signed writing, User's registration on and/or access of NineSights, Content (defined in Section 3 below), or any forums, wikis, blogs, or services provided on NineSights (all "Services"), are subject to this TOU. Additionally, User's use of NineSights, Content, and Services may also be subject to disclaimers, legal notices, click-through agreements, or other legal agreements (any, "Additional Legal Terms"), which may or may not be posted on NineSights where applicable. This TOU and the applicable Additional Legal Terms (together "Controlling Terms") form a legally binding agreement between User and NineSigma regarding User's access and use of NineSights, the Content, and the Services. In the event of a conflict between the terms in this TOU and the Additional Legal Terms, the Additional Legal Terms shall control. By registering on or accessing NineSights, User accepts and agrees to abide by the terms of this TOU. If User does not agree to the terms of this TOU, User must not attempt to access or use NineSights.

3. LICENSE: By transmitting or uploading any invention disclosure, solution article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, suggestions, feedback, ideas, expression of ideas, other materials, or any posting to any forum, wiki, or blog to any web site on NineSights (collectively, "Content"), User understands that he/she retains all ownership rights to that Content.

User acknowledges and agrees that the relationship between User and NineSigma is not a confidential, fiduciary, or other special relationship. Nothing in this Agreement shall prohibit or restrict NineSigma's right to create or obtain other submissions similar to or competitive with the Content submitted by User. NineSigma is under no obligation to post or use any Content submitted by User and NineSigma may remove any such Content at any time in its sole discretion, even if NineSigma has previously indicated to User that NineSigma might or will adopt User's submitted Content.

In the event NineSigma posts or advertises idea based panels or challenges on NineSights, User may register to

submit ideas in response to said idea based panels or challenges. Any ideas submitted by User in response to said idea based panels or challenges shall be governed by a separate Terms of Use Agreement between NineSigma and User.

4. INTELLECTUAL PROPERTY RIGHTS: Subject to any licenses User grants to NineSigma pursuant to this TOU, User shall retain ownership of all Intellectual Property Rights in and to the Content provided by User on NineSights to the extent User is the owner or holder of the Intellectual Property Rights. Nothing in this Agreement shall prohibit User from selling or licensing User's Content to any other party under a separate agreement. All Intellectual Property Rights to any NineSigma Content and Services shall belong to NineSigma. Nothing in this TOU shall be deemed to give User the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any NineSigma Content for any reason without the prior express written permission of NineSigma or unless otherwise permitted by law.

5. NINESIGMA CONTACT: NineSigma is not obligated to evaluate or provide any comments to User regarding User's Content. At NineSigma's sole discretion, NineSigma may contact User with critiques, updates, feedback or questions regarding User's Content, including the status of any evaluation of User's Content. In no event will any such contact or communication from NineSigma obligate NineSigma or any other User to adopt User's Content, provide a timeframe for evaluation, or even provide any additional communication regarding User's Content.

6. CHANGE AND NOTICES: NineSigma reserves the right to make changes to this TOU and to modify, change or discontinue any part or all of NineSights and/or the Services at any time, NineSigma shall notify User of any changes to this TOU when User visits NineSights and require User to accept such changes before continuing. THE MOST CURRENT VERSION OF THIS TOU CAN BE ACCESSED BY CLICKING THE 'LEGAL TERMS' LINK AT THE BOTTOM OF EACH WEB PAGE COMPRISING NINESIGHTS.

7. CONFIDENTIAL INFORMATION:

A. Except for websites linked to NineSights which are clearly identified as non-public forums (each a "Non-Public Forum"), NineSights is intended to be a public forum and User agrees not to provide NineSigma or other Users with any confidential or proprietary information that User or the owner of the information do not intend to become public information. Except for Content clearly labeled as confidential that User uploads into a Non-Public Forum, any Content that User sends or uploads to NineSights will be deemed NOT to be confidential or proprietary, and User expressly agrees that User waives any trade secret, proprietary nature or other confidentiality rights with respect to such Content.

B. User agrees not to reproduce any Confidential Information to which User is provided access through NineSights in any form except as authorized at the time of disclosure. Any reproduction of NineSigma Confidential Information shall remain the property of NineSigma and shall contain any and all confidential or proprietary notices or legends which appear on the original. User agrees to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (d) not to disclose any Confidential Information to any party without the prior written consent of NineSigma. User does not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall User use Confidential Information to create, enhance,

modify, rent, lease, loan, sell, distribute or create derivative works based on NineSigma software or Services, or compete with NineSigma software or Services in whole or in part. As used herein, 'Confidential Information' shall mean all trade secrets and other information or Services which NineSigma or third parties protect against unrestricted disclosure to others which is either labeled Confidential, accessed through a restricted or non-public area of NineSights, pursuant to software downloads, or reasonably identifiable as confidential based on the type of information and the manner of its disclosure, and 'reasonable steps' means those steps User and/or Company take to protect User's and/or Company's own similar Confidential Information, which shall not be less than a reasonable standard of care. ALL UPLOADS BY USER INTO NINESIGHTS, WHETHER INTO A PUBLIC FORUM OR NON-PUBLIC FORUM, SHALL BE AT USER'S OWN RISK AND NINESIGMA ASSUMES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF NINESIGHTS.

8. USER'S INFORMATION, PRIVACY, AND DATA PROTECTION: User is solely responsible to provide NineSigma with User's complete, true, and current User information and to keep its user information accurate and up to date. User is solely responsible with regard to usage and security of User's password and any activities that occur under User's account. User shall not use the account of anyone else at any time. User agrees that NineSigma may access, preserve and disclose User's account information and/or Content if required to do so by law or to: comply with a legal process; (ii) respond to claims that any Content (i) violates the rights of third parties or (iii) protect the rights, property or personal safety of NineSigma, Users, and the public.

USER AGREES TO COMPLY WITH THE TERMS OF THE NINESIGMA PRIVACY STATEMENT, WHICH CAN BE FOUND BELOW OR BY CLICKING ON THE 'PRIVACY' LINK AT THE BOTTOM OF EACH WEB PAGE COMPRISING NINESIGHTS.

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USER AGREES TO COMPLY WITH THE TERMS OF THE 'NINESIGMA COPYRIGHT POLICY', WHICH CAN BE FOUND BELOW OR BY CLICKING ON 'LEGAL TERMS' LINK AT THE BOTTOM OF EACH WEB PAGE COMPRISING NINESIGHTS.

10. RESPONSIBILITY FOR LINKS AND CONTENT: NINESIGMA IS ONLY RESPONSIBLE OR LIABLE FOR THE CONTENT POSTED ON NINESIGHTS PURSUANT TO APPLICABLE LAW. USER'S USE OF CONTENT

SHALL BE AT USER'S OWN RISK. NineSights may contain links to external websites and information provided on such external websites by NineSigma partners and third-party service providers. NineSigma shall not be responsible for the contents of any linked website, or any changes or updates to such websites. User further agrees that NineSigma shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with User's use of or reliance on any content, goods or services available on or through any such linked website. Any such content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

11. PERMISSIBLE USE OF NINESIGHTS: User agrees not to access or utilize NineSights or NineSigma Services for purposes that are inconsistent with NineSigma's legitimate business interests. User is permitted to use the Services only in strict compliance with the terms of this TOU to obtain information, so long as that information is not being gathered for use in any manner which is or could be detrimental to NineSigma (unless such use is otherwise protected by law), and/or to provide feedback or other constructive comments to NineSigma (both positive and negative) and other NineSights Users.

Use of the Services for any other purpose is prohibited without the prior express written permission of NineSigma.

12. TERMINATION AND ACCOUNTABILITY: At any time, and for no reason, NineSigma may, in its sole and absolute discretion, suspend or terminate User's account and refuse User any current or future use of NineSights. NineSigma may remove any Content posted on NineSights in NineSigma's sole and absolute discretion. NineSigma shall not be liable to User or any third party for any termination or change to NineSights and/or the Services. If User sends or uploads Content that is confidential or proprietary of a third party without that third party's permission, or, if User transmits or uploads Content that is intended to infect, corrupt or otherwise disrupt the operation of NineSights or any other User's computer system, NineSigma may report User to the relevant authorities to ensure User is held accountable to the fullest extent of applicable laws.

User agrees not to use NineSights to:

- a. publish, upload, post, email, transmit or otherwise make available any Content that (a) User does not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spam, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;
- b. defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity;
- c. impersonate any person or entity, including, but not limited to, a NineSigma official, NineSigma employee, or any other third party, or falsely state or otherwise misrepresent User's affiliation with a person or entity;

- d. forge email headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- e. download any file or Content posted by another User that User knows, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;
- f. interfere with or disrupt the Services, servers, or networks which support the Services, or disobey any requirements, procedures, policies or regulations of networks connected to NineSights;
- g. violate any applicable local, state, national or international law and any regulations; and/or
- h. harvest, collect, or store personal information or data of other Users.

NineSigma may, by providing thirty (30) days prior written notice (including email) stating the extent and effective date terminate this TOU, for any reason, or no reason, in whole or in part at any time.

13. INDEMNITY: User agrees to indemnify, defend and hold NineSigma, its affiliates, subsidiaries, officers, agents, partners, and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of User's Content or User's usage of NineSights or NineSigma Services, User's breach of this TOU or NineSigma's Copyright Policy or Privacy Statement, or User's alleged violation of any other rights of a third party.

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16. APPLICABLE LAW: The NineSights website is controlled by NineSigma in Japan. Therefore, the laws of Japan will govern. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this TOU. NineSigma and User each expressly waive any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of jurisdiction over it by courts referenced in this Paragraph. User also agrees to comply with all laws from the country in which User resides that are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

17. SURVIVAL: User's confidentiality obligations hereunder shall survive termination of User's account and/or this TOU. Upon any termination of User's account, this TOU or upon NineSigma's written request, User must cease use of Confidential Information, Content, and/or Services and return or destroy all Confidential Information in User's possession or control.

18. WAIVER AND SEVERABILITY: The failure of NineSigma to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. To the extent that any provision in this TOU shall be found to be unenforceable, such provision shall be modified in such a manner so as to make this TOU as

modified, legal and enforceable under applicable laws and the balance of the provisions of this TOU shall not be affected thereby. The section headings in this TOU are for convenience only and have no legal or contractual effect.

19. EXPORT CONTROL: User agrees that User's use of NineSights or the Services will be in compliance with US, EU and/or Japanese export control laws and executive orders. The information provided on and through NineSights may be deemed in some cases to be controlled technology and subject to the export control restrictions of the US, the EU Union and/or Japan.

IT IS USER'S OBLIGATION TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE US, EU and/or Japan PERTAINING TO ANY POTENTIAL ACCESS, TRANSFER AND USE OF ANY INFORMATION HEREIN WHICH MAY BE DEEMED TO BE "CONTROLLED" AS DEFINED BY LAW.

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20. ACCESS OUTSIDE OF THE US, EU and/or Japan: If User is accessing NineSights from outside the US, the EU and/or Japan, User is doing so at User's own risk, and User remains fully responsible and liable for familiarity and compliance with this TOU as well as with the laws, regulations, directives, codes, and rules of the US, EU and/or Japan, including their import and export compliance laws and regulations, as well those of the jurisdiction from which User is accessing NineSights, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on NineSights, or any commercial transactions conducted on or through NineSights.

Due to technical uncertainties preventing verification of the identity and ultimate point of access by any person attempting to access or use NineSights, User's access of NineSights, including the presentment of any authorized user ID and password, constitutes User's express representation that (1) the person attempting access thereunder is not a national of any such sanctioned country or group or a Specially Designated National, and (2) is not included on such Denied Parties List, 3) has not been prohibited from participating in US, EU and/or Japanese export transactions; 4) such use is not restricted, and (5) that, as a User, User has not disclosed or provided such password and user ID to any such person for use under User's registration. Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this paragraph.