

# KNOWLEDGE BRIDGE TERMS OF SERVICE AND USE OF TOOLS AND WEBSITE (EFFECTIVE 1/1/2019)

**WARNING: DO NOT USE THE KNOWLEDGE BRIDGE WEBSITE UNTIL YOU HAVE CAREFULLY READ THIS AGREEMENT**

## **PURPOSE**

This Terms of Service and Use of Tools and Website Agreement (“Agreement”) controls the legal use of our Tools and any website or app you use to access our Tools.

THIS AGREEMENT CONTAINS PROVISIONS THAT, IN EXCHANGE FOR GIVING YOU CERTAIN PRIVILEGES, SUCH AS USING OUR TOOLS, WILL LIMIT YOUR LEGAL RIGHTS. FOR EXAMPLE, THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND REQUIRES BINDING ARBITRATION, RATHER THAN LAWSUITS, TO RESOLVE DISPUTES.

Unless you agree to abide by the intent and letter of this agreement, you may not use any of our Tools or our website.

**OUR TOOLS ARE FOR COMMERCIAL AND NONCOMMERCIAL FREE AND EDUCATIONAL (FREEEDUCATIONAL) USE ONLY – NOT CONSUMERS**

## **MINIMUM AGES**

You must be at least twenty-one (21) years old, or be a FreeEducational user, to use the Tools. In addition, if you are a resident of the European Union, you must be at least sixteen (16) years old to use the Tools without consent of the person or persons – a parent, guardian, or authorized teacher – who have parental responsibility for you.

## **COMMERCIAL AND EDUCATIONAL USE ONLY**

Our company provides access to tools having commercial applications which require professional levels of competence for safe and successful use. We intend that most of our Authors are licensed engineers or engineers working in commercial contexts where designs can be checked by other engineers.

Use of Output which is erroneous or based on incorrect design assumptions, calculations, or any of an infinity of factors beyond our control or under our control, could result in grievous and costly harm to You, an End User, or some other party.

**Therefore, we do not permit access to our Tools by non-professional users, such as consumers.**

We do permit free educational (“FreeEducational”) use of our tools, but only with strict restrictions. For one example, if you FreeEducational user the output of the Tools used for educational purposes may not be used commercially or for anything other than educational purposes.

**The Tools are used to build Applications.** You are responsible for controlling access to any Applications that you build and deploy and ensuring that any Application can be used safely by those you authorize to use them within your organization.

Unless you are a FreeEducational User, this Agreement does not authorize you to enable access to any Application to any user outside your Organization or, if you are an individual, to enable access to anyone else. Such deployments are covered under separate agreements.

## **HOW YOUR CONSENT IS OBTAINED**

We hope you are reading this Agreement carefully, but even if you do not, we have given you multiple opportunities to read and to affirm that consent to the Agreement and provided clear warnings that understanding and adherence to this Agreement is required to use the Tools. It is our intention that You be bound to the Agreement if you use the Tools at all, which is why you were presented this Agreement as part of your sign-up process.

### **YOU CONSENT TO THIS AGREEMENT MERELY BY USING ANY TOOL THROUGH ANY MEANS – THIS HAS LEGAL IMPLICATIONS**

If you take action, such as completing the sign-up process, that tends to show you agreed to be bound by the Agreement, you will have entered into a legal contract with us that creates rights and responsibilities for both you and us.

**BY CREATING AN ACCOUNT, SIGNING IN VIA A WEB BROWSER OR MOBILE APP OR APPLICATION PROGRAMMING INTERFACE, OR USING ANY TOOL, YOU ACKNOWLEDGE AND AGREE THAT:**

- 1. YOU HAVE BEEN ADVISED TO READ THIS AGREEMENT, GIVEN THE OPPORTUNITY TO READ IT, AND EVEN IF YOU DON'T READ IT, AGREE TO BE BOUND BY ITS TERMS;**
- 2. YOU UNDERSTAND IT OR HAVE HAD AN OPPORTUNITY TO GET HELP FROM A LAWYER TO UNDERSTAND IT;**
- 3. YOU ARE BOUND BY ITS TERMS;**
- 4. YOU ARE A PROFESSIONAL USING THE TOOLS IN A COMMERCIAL CONTEXT OR a FREEEDUCATIONAL USER, NOT A CONSUMER;**
- 5. YOU WILL BE RESPONSIBLE FOR THE LEGAL, SAFE, AND CORRECT OPERATION OF ANY APPLICATION THAT YOU BUILD OR DEPLOY EITHER DIRECTLY OR BY THOSE YOU AUTHORIZE TO RUN THEM WITHIN YOUR ORGANIZATION;**
- 6. YOU HAVE HAD THE OPPORTUNITY AND TIME TO INSPECT THE TOOLS AS THOROUGHLY AS NEEDED TO DETERMINE THE TOOL'S SUITABILITY AND OPERATION BEFORE ATTEMPTING TO USE THE TOOLS FOR ANY 'REAL-WORLD' DEVELOPMENT AS DISCUSSED BELOW;**
- 7. YOU HAVE THE PROPER AUTHORITY TO ENTER INTO THIS AGREEMENT, AND TO BIND ALL USERS TO THIS AGREEMENT; AND**

8. YOU MAY RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE SOFTWARE TO BE USED ONLY SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE FOREGOING, YOU MAY NOT ACCESS OR USE THE SOFTWARE.

IF YOU ACCESS THE TOOLS THROUGH ANY MEANS OTHER THAN AN UNMODIFIED WEB CLIENT, THEN IN ADDITION TO THIS AGREEMENT, YOU ALSO ARE SUBJECT TO THE TERMS AND CONDITIONS OF ONE OR MORE OTHER AGREEMENTS. FOR EXAMPLE, ACCESS THROUGH A THIRD-PARTY APP MAY IMPLICATE OUR CURRENT KNOWLEDGE BRIDGE API AGREEMENT. IN THAT CASE, YOUR USE OF KNOWLEDGE BRIDGE'S API CONSTITUTES YOUR AGREEMENT TO THOSE TERMS AND CONDITIONS.

### **ADDITIONAL TERMS MAY APPLY**

This Agreement provides the basic terms and conditions of your use of our Tools. You may be subject to additional terms that will be presented to you for your acceptance when you access resources such as apps, special pages or websites, or sign up to use additional services, applications, or Tools. If any term of this Agreement is inconsistent with the additional terms, those additional terms, which are generally more specific and related to the supplemental resources will be controlling.

### **THESE TERMS WILL BE UPDATED FROM TIME TO TIME**

At any time, and in our sole discretion, we may update these terms to reflect best practices, new products, or new requirements of law. When changes are made, a revised Agreement will be made available on our website and/or within apps, API's or the like. The revised terms will be effective immediately for all Users whether new or existing.

We may require Users to provide consent to the updated Agreement in a specified manner before further use of Tools is permitted. Notwithstanding, continued use of the Tools constitutes acceptance of any changes even without affirmative consent.

### **QUESTIONS?**

CONTACT: [compliance@engineeringint.com](mailto:compliance@engineeringint.com)

### **DEFINITIONS**

“Application” includes (but is not limited to) any program that you create using the Tools that will be used to create Outputs. An Application can be for Authors, including editable or non-editable rules that can be incorporated into another Application, an End-User Application that can be executed via an End-User license but does not enable rule authoring, or an OEM Application, which incorporates a Knowledge Bridge license that enables the user to run only that particular Application (and does not enable rule authoring).

“Content” is Your Work and your Output. However, for the purposes of confidentiality, Content does not include anything that (1) is or becomes generally known to the public without Our breach of this Agreement, (2) was known to us prior to its disclosure by you without breach of any obligation owed to you, (3) is received from a third party without breach of any obligation owed to you, or (4) was independently developed by Us.

“Documentation” is all of the material, whether in physical form or otherwise, that We provide to describe the use and behavior of the Tools.

“Educator” is an individual or organization teaching any Student.

“End User(s)” are any and all those persons or entities that You can foresee running your Applications and making use of the Output.

“Our Technology” includes, without limitation, all of Our software, programs, documentation, scripts, web-content, security systems, know-how, trademarks, patented methods, apparatuses, systems, and the like, including, but not limited to the Knowledge Bridge product and any optional add-on products.

“Output” comprises designs, data, decisions, configurations, renderings, programs, meta-data, geometric representations of parts and assemblies, calculated values, models, renderings, drawings, bills of material, proposals, quotes, cost estimates, computer control files, or any other outputs that can be used for commercial purposes or to directly or indirectly create a physical or soft product that results from using the Tools and Your Work.

“FreeEducational User” is an individual or entity whose purpose in using the Tools is for learning. Educators, students, and other free or trial users are not legally or in fact qualified to independently verify the appropriateness and correctness of Output, or the suitability of the Output for any particular use. Therefore, all FreeEducational Users agree not to attempt to use Output for real-world or commercial applications. By real-world, we mean where any foreseeable person or entity that could be affected by Output has a belief that any use of Output could be relied upon for any purpose other than learning about Our Technology. For the avoidance of doubt, our intention in allowing FreeEducational use is to promote learning, develop competent practitioners and identify the need for additional features in the Tools. We do not permit any uses that could lead to harm to any person or property. Only professionals with proper training should ever attempt to use the Tools to advise, design, implement, guide, analyze, advice, opine, etc. with regard to any aspect of a physical or logical design that could affect a person or property. It is the responsibility of professional users to have the proper training, licensing, diligence, skill, and care that is appropriate under the totality of the circumstances. We do not regard, vet, expect, or require FreeEducational users to meet those qualifications, and in return for access as a FreeEducational user we expect those user’s willing forbearance from engaging in potentially hazardous or remunerative activities. By becoming a FreeEducational user, you are representing to Us that you understand and agree with these rules. All FreeEducational use requires all Applications and Output to be published to the world for royalty free, educational uses.

“Users” are You, or members of your organization indicated by you, who use Tools to Create Applications, Educator, or FreeEducational Users

“We” (or “Us”) is Engineering Intent Corporation, doing business through various brands and websites such as Knowledge Bridge. “We” includes affiliates over which we exert substantial control, our agents and licensors (e.g. of software components or systems we need to deliver or host the Tools). “We” also includes the respective officers, directors, and employees of the foregoing. “We” does not include third parties who may recommend the use of the Tools, who claim to have expertise in the use of the Tools. “We” does not include others who offer products, Applications, code, tutorials, or any other material on our App Store. “We” includes “our,” “us,”

or other words appropriate to refer to Engineering Intent Corporation, its parents and subsidiaries, affiliates, officers, employees, agents, partners and licensors.

“Tools” are the Knowledge Bridge product and any add-ons provided by Engineering Intent as well as any other programs, systems, websites, documentation, advice, services (whether direct or as SAS) and related support provided by us.

“You” are (a) a professional individual engaged with us as a commercial customer. As a professional you, based your own professional judgment and at your own risk, may choose to use Our Technology in the course of your business to deliver Outputs to non-commercial customers. We are not a party to those transactions and do not engage with consumers. (b) a commercial organization using the Tools through any means, (c) An Educator, or (d) a FreeEducational User. If you are an organization, the individual who agrees to this Agreement on your behalf is representing himself as having and must in fact have the authority to bind the organization and its End Users to this Agreement. If you are an Educator using the Tools or causing or enabling the Tools to be used by students in an educational environment, then the individual who agrees to this Agreement must (1) have authority to bind the educational institution of which you are a part on its behalf, (2) agree to be bound by the Agreement on behalf of your students, (3) acknowledge that you are responsible for such Students’ use of the Tools, and (4) affirm that you are authorized by the jurisdiction in which you operate to consent to the Agreement on behalf of such students. If We do not specify whether certain language applies to You, an End User, Educator or Student, then the relevant terms apply to all.

“Your Work” includes, (but is not limited to), design rules, design structure, files, designs, custom user interfaces, models, data sets, images, documents, scripts, code, apps or related materials of which You are the sole creator or of which You have legal ownership.

## **PRIVACY POLICY**

Our privacy policy is available at <https://www.engineeringintent.com/privacypolicy>.

## **OWNERSHIP AND USE OF YOUR CONTENT**

You own Your Work. However, if you are a FreeEducational User, your use of the Tools constitutes a license to the world to use Your Work for educational purposes.

You own the Output resulting from using your work with the Tools. However, if you are a FreeEducational User, your use of the Tools constitutes a license to the world to use, publish, modify, reproduce, distribute, perform, and create derivatives the Output as if you provided a license to the world for all possible copyright related purposes.

To use the Tools, your work will have to be transmitted to systems that run our Tools.

## **YOUR RESPONSIBILITIES FOR YOUR CONTENT**

By using the Tools to create Applications, for any other purpose, you acknowledge and agree that (1) you have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of your Content, (2) you will evaluate and bear all risks associated with your Content, and (3) We are not liable in any way for your Content no matter how you transmit or otherwise use it. (4) We are not liable for any errors or omissions. (5) We are not responsible for how your Output is used, or the consequences of using your Output for any purpose. For

example, if you use the Tools to create Output used to build something that fails or injures someone, You are solely responsible. (6) You are responsible for making appropriate backups of your Content.

#### **OUR RESPONSIBILITIES FOR YOUR CONTENT**

We will use commercially reasonable efforts to provide continuous access to the Tools and to keep the Tools running as documented. However, We do not guarantee your Content will be available or useable after termination of Your subscription or otherwise. Moreover, We do not guarantee the security of any Content. You are encouraged to practice effective and secure content retention practices. You are responsible for controlling access to Your Content.

Our personnel will not access Content that User has not made publicly accessible except (1) as part of providing, maintaining, securing or modifying the Tools for you or other users, (2) via automated tools intended to address or prevent a security breach, service, support or technical issue, (3) at your request or with your consent given to Our technical support team and/or other personnel as part of addressing or preventing a service, support or technical issue, (4) if you submit Content in connection with listing an App in our App Store, (5) in connection with legal obligations or proceedings as described below, or (6) as otherwise described in Our Privacy Policy.

Content (other than that described in the exceptions listed above) will be considered the confidential information of User. In hosting and otherwise using your Content, We will use the same degree of care that We use to protect the confidentiality of Our own confidential information of like kind (but in no event less than reasonable care) and agrees (1) not to use Your Content for any purpose outside the scope of this Agreement and the Privacy Policy, and (2) except as you otherwise permit in writing. We will limit access to Your Content to those of Our employees, contractors, service providers and agents who need such access for purposes consistent with this Agreement, and who are subject to similar confidentiality obligations.

We may disclose Your Content if compelled by law to do so, provided that We provide You with notice of such compelled disclosure (to the extent legally permitted). You agree and acknowledge that We may access and disclose Your Content to comply with any legal obligations or governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Us. If disclosure is made at your request, You will be responsible for the cost of compiling and providing access to such Content.

#### **YOUR RESPONSIBILITIES RELATED TO THE INTELLECTUAL PROPERTY OF OTHERS**

In your use of the Tools, you agree to respect others' intellectual property and other rights. In particular, you will not upload, submit or otherwise transmit anything that:

1. Infringes any patent, trademark, trade secret, copyright or other proprietary right of any person or entity; or You do not have a right to transmit under any other law, contractual, or fiduciary relationship. You indemnify us against any and all such infringement.
2. We permit you to publish your Content, to post other information, and to participate in public community forums through postings, etc. If you choose to publish or post anything that you can foresee being publicly available using our Tools (which, in the case of FreeEducational use, is anything and everything you create as Content) it will be considered non-confidential, and We will have no more obligation to protect that information from access.

3. We have no liability for any damages resulting from the use or misuse by any third party of anything you publish. IF YOU CHOOSE TO MAKE A DOCUMENT OR FORUM POSTING AVAILABLE TO THE PUBLIC IN THESE WAYS OR OTHERWISE IN CONNECTION WITH YOUR USE OF OUR TOOLS, YOU DO SO AT YOUR OWN RISK.
4. We have, sole discretion, the right to remove any information you make publicly available that violates this Agreement or is otherwise objectionable.
5. If you choose to provide Us with ideas, suggestions, improvements, documents, proposals or other feedback with respect to Our Technology (including but not limited to problems and errors encountered in using the Tools, and ideas for enhancements of the Tools), we are free to use such materials in any manner and for any purpose (including, without limitation, incorporation in Our products, services and advertising and marketing materials, and developing and marketing products and services) without liability or compensation to you or restriction of any kind. You hereby assign to Us all right, title, and interest to all such information provided to Us, and all enhancements resulting from such information, and all property rights therein including, without limitation, all patent, copyright, trade secret, trademark, moral right or other intellectual property rights.
6. You will not:
  - a. allow a third party to attempt to copy, alter, modify, adapt, translate, or create derivative works of the Tools or Documentation;
  - b. attempt to remove or alter any proprietary notice or legends appearing in the Tools;
  - c. analyze The Tools for purposes competitive to Us, or access or otherwise use The Tools in order to build a similar or competitive service offering;
  - d. attempt to reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of The Tools, or create derivative works, compilations, or collective works thereof;
  - e. attempt to use any component of the Tools on any basis other than as per the documentation; For example, using a part of a Tool on a standalone basis when that Tool is documented to be used as part of a set of Tools;
  - f. attempt to export the Tools, Software, or Documentation;
  - g. disclose or make any Password(s) available to any other person;
  - h. allow unauthorized access to, or use of, the Tools;
  - i. use any robot, spider, scraper or other automated means to access the Tools, or use any data mining, data gathering or extraction method;
  - j. upload, post, email or otherwise send or transmit any material, including any software viruses or other computer code, files or programs, designed to degrade, monitor, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Tools; or

- k. use the Tools or Documentation in any unauthorized or inappropriate way whatsoever that was not intended by us, as determined in Our reasonable judgment, including but not limited to, by trespass or burdening network capacity;
- l. use the Tools in any manner to, in Our sole judgment, harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party;
- m. post for public viewing Content that violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability, or that is in Our sole judgment defamatory, vulgar, obscene, libelous, objectionable or inappropriate, or likely to promote illegal, harmful or objectionable activities.

## **YOUR RIGHT TO USE THE TOOLS; OWNERSHIP; ACCESS TO THE TOOLS**

### **LICENSE**

Subject to your compliance with the terms of this Agreement, We hereby grant to you a non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use the Tools solely in accordance with the Documentation and the terms of this Agreement.

### **OWNERSHIP**

You acknowledge that (i) all right, title, and interest in and to the Tools and Documentation (including online videos) provided by Us), and all patents, copyrights, trade secret rights, trademarks, trade names, and other proprietary rights embodied therein or associated therewith, are and will remain with Us and/or our third party licensors (ii) this Agreement conveys no right or interest in the Tools or Documentation other than a limited right to use the Tools in accordance with this Agreement; and (iii) the Tools and Documentation are protected by the copyright laws of the United States and international treaties.

### **HARDWARE; PASSWORDS**

You are responsible for obtaining and maintaining all of the hardware, software, Internet access, and other products and services that you may need to access the Tools. We will not provide support for your hardware, Internet access, other products or native software on your equipment. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other login information (collectively, "Passwords") that are provided to you or that are generated in connection with your use of the Tools. You are the only person to whom the license described above extends. No other User is permitted to use your Passwords to access the Tools, either as a means of effecting a shared group license or otherwise. You are fully and solely responsible for all activities that occur on the Tools under your Passwords. In order to provide you with ease of access to your account and to help administer the Tools, We may implement and use technology that enables us to recognize you and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Tools, but this does not relieve You of any responsibilities related to the authorized use of the Passwords. Violation of these terms may violate Federal laws.

### **TESTING**

We continually update the Tools. In addition, we continually test various aspects of the Tools, including Our website, user interfaces, service levels, plans, promotional features, delivery and pricing. We reserve the right to include you in or exclude you from these tests without notice.



We have the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.

#### **SUSPENSION OF ACCESS TO TOOLS OR SERVICES:**

Your access to, and use of, the Tools may be suspended temporarily without liability to Us or a pro-rata refund, for the duration of any scheduled maintenance or unscheduled downtime or unavailability of any portion, or all, of the Tools for any reason, including as a result of power outages, system, or Internet failures or other interruptions. We also have the right to suspend Your subscription anytime with or without notification in order to protect anyone from what we believe to be fraudulent activity.

#### **TRIAL OR FREE (“FREEEDUCATIONAL” ACCESS**

Trial and free access to the Tools may be made available by Us. Trial versions of the Tools are intended for evaluation purposes, are subject to all terms of this Agreement, and may be used during the evaluation period **but the Output cannot be used for commercial purposes unless and until you upgrade to a paid subscription or license to the Tools.** Free access to the Tools is provided through FreeEducational accounts which are intended to support (a) creating Content for non-commercial purposes to move the state of the art forward, and (b) viewing, commenting to help the community develop best practices, and for import/export for purposes approved by Us, and (c) to enable new generations of students to become productive engineers and investigators to ultimately benefit our society and economy.

#### **MONITORING AND INVESTIGATIONS**

We may, but are not obligated to, monitor or review public content posted to our site. We have the right to, among other things, remove any of your publicly accessible Content or other data that violate this Agreement, with or without prior notice to you. If We become aware of any possible violations by you of any provision of this Agreement, We have the right to investigate such violations and may, at Our sole discretion, to suspend or terminate your license(s) without prior notice to you. Our failure to monitor, investigate or review does not relieve you of your obligations to adhere to rules of civility, honesty, and fair play. In the event of Zombie attack, We may permit posts having otherwise unacceptable expletives or ongoing ranting and raving.

#### **SUBSCRIPTIONS**

##### **AUTOMATIC RENEWAL OF SUBSCRIPTIONS AND BILLING**

The subscription fee for access to the Tools will typically be billed at the beginning of User’s paid subscription period and each anniversary date thereafter. By starting a paid subscription and providing or designating a payment method, User authorizes us to charge User a subscription fee at the then current rate, and for any other charges User incurs (either directly or through its End Users) as a result of use of the Tool. User acknowledges that the amount billed each period may vary for reasons that may include promotional offers, a changing a plan, etc., and User authorizes us to charge it for such varying amounts, which may be billed in one or more charges.

Upon expiration, Users’s paid subscriptions will automatically renew at the then current prices and for the same period, unless and until User provides Us with written notice (prior to the end of the then-current subscription term) of User’s intent not to renew its subscription, or we terminate it. By accepting this Agreement, you consent to current prices which may be increased from your previous subscription. You must have Internet access to access and use the Tools, and

User must provide us with a current, valid accepted method of payment (as it may be updated from time to time, “Payment method”) in order to purchase and use a paid subscription.

### **DIFFERING SUBSCRIPTIONS**

We may offer a number of subscription plans, including special promotional plans or subscriptions with differing conditions and limitations. We have no obligation to offer special plans to existing Users. The terms of your subscription will be disclosed at the time you sign up or in other communications made available to you. You can find specific details regarding your subscription within your account profile at [engineeringintent.com](http://engineeringintent.com). We reserve the right to modify, terminate or otherwise amend our subscription plans at any time, in our sole and absolute discretion.

### **PRICE CHANGES**

We have the right to adjust pricing for the use of our Tools, Apps, or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Any price changes to User’s access or services will take effect following notice to you provided via email or notification within the Tools.

### **REFUNDS AND CREDITS**

PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. However, following the cancellation of any paid subscription, User and its End Users, as applicable, will continue to have access to Tools through the end of User’s current billing cycle. At any time, and for any reason, we may provide a refund, discount, or other consideration (“credits”) to any or all of our Users. The amount and form of such credits, and the decision to provide them, are at Our discretion. Though we strive to be reasonable and fair, the provision of credits in one instance does not entitle User to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstances.

### **TAXES**

User will be responsible for paying all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of User’s paid use of the Tools under this Agreement, excluding income taxes on Our profits. User agrees to promptly reimburse Us for the amount of any such taxes or duties paid or incurred directly by Us incurred by Us as a result of such paid use, and User agrees that We may charge any such reimbursable taxes to User’s payment method.

### **PAYMENT METHODS**

User may edit User’s payment method information under certain circumstances by signing in to User’s account at [engineeringintent.com](http://engineeringintent.com) and clicking on “Manage account” in the dropdown menu under User’s user name. Alternatively, User can contact support for assistance in editing Payment method information. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and User does not edit the Payment method information or downgrade or cancel User’s subscription, User remains responsible for any uncollected amounts and authorizes us to continue billing the Payment Method, as it may be updated. This may result in a change to User’s payment billing dates. For certain Payment methods, the issuer of User’s

Payment method may charge you a foreign transaction fee or other charges, which is your financial responsibility. User should check with its Payment method service provider for details.

## **SUPPORT**

We will, as part of your subscription to the Tools, provide such support as We deem appropriate.

## **INDEMNIFICATION**

You agree to indemnify and hold Us harmless from any losses, costs, liabilities, attorneys' fees, etc. relating to or arising out of: (a) your Content; (b) your use of, or inability to use, the Tools or any other We user's Content; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules or regulations. We reserve the right, at Our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Us in asserting any available defenses. You agree that the provisions in this section will survive any termination of your subscription, this Agreement, or your access to the Tools.

## **DISCLAIMER OF WARRANTIES**

The Tools are provided on an "as is" and "as available" basis, without warranty of any kind.

Massachusetts law may limit Us from disclaiming warranties in relation to consumers. However, the Tools are licensed only for commercial and educational use. Consumers are not permitted to use the Tools because only a properly licensed, trained, and regulated professional operating in a commercial environment is in a position to use the Tools and correctness of the output, the safety of a design generated using the Tools, the appropriateness of the design, etc.

Because you are professional in a commercial context, you are able evaluate the suitability of the Tools and acknowledge that have been given the opportunity to inspect the Tools before deciding whether to use the Tools. Therefore:

**WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

Without limiting the foregoing, We do not warrant that (i) the Tools will meet your requirements; or (ii) the Tools will operate without interruption or be error free. Furthermore, We are not responsible for delays, delivery failures, or any other unavailability, loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet. It is acknowledged that the Tools may be subject to limitations, delays, and other problems inherent in the use of the Internet, servers that are hosted by third party providers, and such related network and communications infrastructure.

## **LIMITATION OF LIABILITY**

**YOU RECOGNIZE THAT THE PRICE PAID FOR THE RIGHTS GRANTED TO YOU HEREIN MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE VALUE OF THE PRODUCTS TO BE DESIGNED, STORED, MANAGED OR DISTRIBUTED IN CONJUNCTION WITH OUR TECHNOLOGY. FOR THE EXPRESS PURPOSE OF LIMITING OUR LIABILITY TO AN EXTENT WHICH IS REASONABLY**

**PROPORTIONATE TO THE COMMERCIAL VALUE OF THIS TRANSACTION, YOU AGREE TO THE FOLLOWING LIMITATIONS ON OUR LIABILITY.**

**TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE OUR TECHNOLOGY OR YOUR CONTENT WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID WE IN THE PAST 12 MONTHS. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT SUCH LIMITATIONS ARE FAIR AND REASONABLE IN LIGHT OF THE TERMS UNDER WHICH THE TOOLS IS BEING MADE AVAILABLE TO YOU. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY STATED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. OUR THIRD-PARTY LICENSORS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. WE ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION OR DATA OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, OTHER USERS), AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME JURISDICTIONS, AND IN SUCH CASES OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT DESCRIBED ABOVE THAT IS PERMITTED BY APPLICABLE LAW.**

## **TERM AND TERMINATION; EFFECT OF TERMINATION; SURVIVAL**

### **TERM**

This Agreement commences when you accept it by accessing the Tools and will remain in effect until You elects to terminate your subscription, or We terminate your access. Notwithstanding the foregoing, if you used the Tools prior to the date you accepted this Agreement, you hereby acknowledge and agree that this Agreement commenced on the date you first used the Tools or the Software.

### **TERMINATION BY US**

We will be entitled to suspend, terminate, or limit your access to the Tools at any time, with or without notice, if you breach any term of this Agreement, or if you facilitate or encourage any violation of this Agreement. Upon termination of this Agreement, you will make no further use of the Tools. Termination of this Agreement will not affect any obligations accrued prior thereto. You understand that any termination of the Tools by We may involve deletion of your Content associated therewith. We will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Content.

### **TERMINATION BY YOU**

If a User wants to terminate this Agreement by cancelling its subscription, the User may do so by notifying Us at any time (subject, as applicable, to the notice requirements described previously

in this Agreement). If the User cancels its subscription, we have the right to permanently delete all Content in the User's account; and we also have the right but not the obligation to maintain Content that the User or any End User has not permanently deleted prior to the User's cancellation. However, We are under no obligation to delete the Content of FreeEducational users. The User is responsible for exporting any Content, if it so chooses, prior to cancelling its subscription. If User permanently deletes such Content, it may persist in backup copies for a reasonable period of time thereafter in accordance with Our data management policies and practices (but will not be available to others).

#### **EFFECT OF TERMINATION**

Termination of the Tools includes removal of access to the Tools and barring your further use of the Tools. Termination of Tools also includes deletion of your Password and all related profile information.

#### **SURVIVAL**

All provisions of this Agreement that by their nature should survive, will survive termination of the Tools, including without limitation warranty disclaimers and limitation of liability.

#### **COPYRIGHT INFRINGEMENT**

We will in appropriate circumstances suspend or terminate the use of the Tools by You or remove or disable access to the relevant public content of Users involved in copyright disputes. If you believe that your work has been copied in a way that constitutes copyright infringement in the United States of America, please notify Us of your claim of infringement by sending the following written information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act ("DMCA"), named below: **(a)** A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed. **(b)** A description of the copyrighted work or works that you claim have been infringed. **(c)** A description of the material you believe to be infringing, in a sufficiently precise manner to allow us to locate that material. **(d)** Information sufficient to permit Us to contact you, such as your physical address, telephone number, and email address. **(e)** A statement that you have a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, its agent, or the law. **(f)** A statement that the information in the written notice is accurate. **(g)** A statement, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. **(h)** We will respond to notices of claimed copyright infringement in accordance with the DMCA. We reserve the right, in the case of an allegedly infringing Public Document, to make such document private while we investigate. Our Copyright Agent to receive DMCA Notices is:

Web Manager (DMCA Content)  
Engineering Intent Corporation  
14 Dover Farm Road  
Medfield, MA 02052  
U.S.A.  
info@engineeringintent.com  
(888) 662-7896

## **ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF JURY TRIAL**

Please read this Section (“Arbitration Agreement”) carefully. It is part of your contract with Us and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

### **APPLICABILITY OF ARBITRATION AGREEMENT**

All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Us that cannot be resolved informally or in small claims court will be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Us, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

### **NOTICE REQUIREMENT AND INFORMAL DISPUTE RESOLUTION**

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to We should be sent by nationally recognized overnight delivery service or first-class postage prepaid mail to:

Chief Financial Officer  
Engineering Intent Corporation  
14 Dover Farm Road  
Medfield, MA 02052  
U.S.A.

After the Notice is received, you and We may attempt to resolve the claim or dispute informally. If you and Engineering Intent Corporation do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

### **ARBITRATION RULES**

Arbitration will be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten

Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**ADDITIONAL RULES FOR NON-APPEARANCE BASED ARBITRATION**

If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online and/or based solely on written submissions; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

**AUTHORITY OF ARBITRATOR**

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Engineering Intent Corporation, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and this Agreement. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Us.

**WAIVER OF JURY TRIAL**

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and We in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**WAIVER OF CLASS OR CONSOLIDATED ACTIONS**

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER OR USER.

**SEVERABILITY OF THE ARBITRATION AGREEMENT**

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be

of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

#### **RIGHT TO WAIVE**

Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Arbitration Agreement.

#### **SURVIVAL OF AGREEMENT**

This Arbitration Agreement will survive the termination of your relationship with Us.

#### **SMALL CLAIMS COURT**

Notwithstanding the foregoing, either you or We may bring an individual action in small claims court.

#### **EMERGENCY EQUITABLE RELIEF**

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

#### **COURTS**

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Massachusetts, for such purpose.

### **MISCELLANEOUS**

#### **GOVERNING LAW**

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

#### **COMPLIANCE WITH LAWS; EXPORT CONTROL**

You agree to comply with all laws and regulations relating to your use of the Tools, including without limitation those relating to export and import, privacy, and personal data protection. Our obligation to fulfill this Agreement is subject to the proviso that it is not prevented by any impediments arising out of national and international foreign trade or customs requirements, including embargoes or other sanctions. This Agreement is subject to all United States and United Kingdom government laws and regulations as may be enacted, amended or modified from time to time regarding the export from the United States and United Kingdom of Our software, services, technology, or any derivatives thereof. In the event that We approve your export of any of the foregoing, you will only export or reexport any of the software, services, or technology provided pursuant to this Agreement, or any derivatives thereof or permit the shipment of same after obtaining at your expense any required prior authorization from the United States Department of Commerce or other applicable authority as may be required by law.



Without limiting the foregoing, by using the Tools, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. The provisions of this section will survive the expiration or termination of this Agreement for any reason.

#### **COMMUNICATIONS AND NOTICE**

By using the Tools, you consent to receiving certain electronic communications from Us relating to your subscription. These communications may involve sending emails to your email address provided during registration or posting communications within the Tools; will include notices about your account (e.g., payment authorizations, change in password or payment method, confirmation emails and other transactional information); and are part of your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. In the event that the last email address you provided to Us is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Agreement, Our dispatch of the email containing such notice will nonetheless constitute effective notice. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Unless you opt out, you also consent to receive other communications from us, such as notifications of new features, promotional announcements and User surveys via email. If you want to unsubscribe (i.e., opt out) from certain non-transactional email communications, you will have the opportunity to do so.

#### **ASSIGNMENT**

This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. You may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder without Our prior written consent.

#### **FORCE MAJEURE**

We will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

#### **U.S. GOVERNMENT RESTRICTED RIGHTS**

The Software is a commercial product that has been developed exclusively at private expense. If the Software is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defense (“DOD”) contract, then the Software and Documentation are considered “Commercial Items,” as that term is defined in 48 C.F.R. § 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable, consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations; or (ii) a Civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in FAR clause 27.405(b)(2)(i), entitled Acquisition of Existing Computer Software, and any restriction in the agency’s FAR supplement

and any successor regulations thereto, and the restrictions set forth in this Agreement. The United States Government will only have the rights set forth in this Agreement. Our Tools and Documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Agreement.

**SEVERABILITY OTHER THAN WITH RESPECT TO ARBITRATION**

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**WAIVER**

Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**ENTIRE AGREEMENT**

This Agreement constitutes the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.