

OFFICE IQ

Software End User License Agreement

This End User License Agreement, (“**Agreement**”), is a binding agreement between Humanscale Corporation, a New York corporation having a place of business at 11 East 26th Street, 8th Floor, New York, NY 10010, USA, Humanscale International Holdings Ltd., having a place of business at IDA Industrial Estate, Poppintree, Finglas, Dublin 11, Ireland (“**Licensor**”) and the Person (“**Licensee**” or “**you**”) being provided with the Software (as defined below).

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY EXECUTION OF THIS AGREEMENT YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. NO OTHER CONTRACT OR TERMS CONCERNING THE SOFTWARE MAY BE CREATED IN ANY OTHER MANNER, INCLUDING BY MEANS OF YOUR PURCHASE ORDERS OR SIMILAR DOCUMENTS (EVEN IF SIGNED OR ACKNOWLEDGED BY LICENSOR), WHICH SHALL NOT MODIFY OR AMEND THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT DOWNLOAD AND/OR/INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

BY CLICKING THE "ACCEPT" BUTTON YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY IT. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Authorized Users**" means the following individual persons authorized to use the Software pursuant to the license granted under this Agreement: the Licensee's employees.

"**Documentation**" means user manuals, technical manuals, policy and procedures, FAQs and any other materials provided by Licensor, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software, as may be amended by Licensor from time to time.

"**Hardware**" means a Humanscale physically tangible electro-mechanical system or sub-system comprising of a connectivity module (e.g., Bluetooth low energy chipset), sensors and a power solution (e.g., batteries).

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Licensee**" and "**You**" has the meaning set forth in the preamble.

"**Licensor**" has the meaning set forth in the preamble.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Software**" means Licensor's proprietary OfficeIQ application software for which you and your Authorized Users are obtaining an object code license to use as provided in this Agreement. Software includes both standalone applications for a desktop computer, such as a Windows computer or Macintosh, and standalone applications for a mobile device, such as a mobile phone or a tablet.

"**Third Party**" means any Person other than Licensee or Licensor.

2. License Grant and Scope. Subject to and conditioned upon Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this **Section 2** and subject to all conditions and limitations set forth in **Section 3** or elsewhere in this Agreement. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

(a) Download and/or install in accordance with the Documentation copies of the Software on each of the (i) designated computers owned or leased, and controlled by, Licensee that is connect with the Hardware and (ii) mobile devices, including mobile phones and tablets, owned and controlled by Authorized Users. In addition to the foregoing, Licensee has the right to make copies of the Software for backup purposes. All copies of the Software made by the Licensee:

(i) will be the exclusive property of the Licensor;

(ii) will be subject to the terms and conditions of this Agreement; and

(iii) must include all trademark, copyright, patent and other Intellectual Property Rights notices contained in the original.

(b) Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes. Such use is permitted only on (i) the computer on which the Software is installed that is connected with the Hardware at the physical location thereof and not via any remote access or other network and (ii) mobile devices, including mobile phones and tablets, owned and controlled by Authorized Users.

(c) Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be downloaded and installed in accordance with this Agreement and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee:

(i) will be the exclusive property of Licensor;

(ii) will be subject to the terms and conditions of this Agreement; and

(iii) must include all trademark, copyright, patent and other Intellectual Property Rights notices contained in the original.

(d) Transfer any copy of the Software from one computer to another except as provided in this Agreement.

3. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

(a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under **Section 2**;

(b) provide any Person, other than an Authorized User, including any subcontractor, independent contractor, affiliate or service provider of Licensee, with access to or use of the Software and Documentation;

(c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;

(d) except as specifically provided by the Documentation, combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs or with any hardware other than the Hardware;

(e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(f) remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

(h) use the Software or Documentation or Hardware in violation of any law, regulation or rule; or

(i) use the Software or Documentation for purposes of competitive analysis of the Software or Hardware, the development of a competing software product or service or Hardware or any other purpose that is to the Licensor's commercial disadvantage.

You acknowledge and agree that your Authorized Users shall each be subject to an End User License Agreement ("EULA") attached hereto as Exhibit A. LICENSOR RESERVES THE RIGHT TO DISABLE ANY PERSONS USE OF OR ACCESS TO THE SOFTWARE WITHOUT NOTICE IF IT REASONABLY BELIEVES, IN GOOD FAITH, THAT SUCH PERSON'S USE OF OR ACCESS TO THE SOFTWARE IS A VIOLATION OF THIS AGREEMENT OR THE EULA OR IN FURTHERANCE OF SOME PROSCRIBED PURPOSE OR SCHEME.

4. Responsibility for Use of Software. Authorized Users shall be required to create and maintain a user account to access and use the Software. Licensee is responsible and liable for all activity under such accounts and all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee (a) is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an

Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement, (b) shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Licensee's and its Authorized Users' use of the Software. Licensee shall: (i) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Licensor immediately and use reasonable efforts to stop immediately any unauthorized access to and unauthorized use of the Software and Documentation that is known or suspected by you or your Authorized Users; and (iii) report to Licensor immediately and use reasonable efforts to stop immediately the use of false information by a user to gain access to or use the Software and Documentation.

5. Third-Party Interactions. The Software may allow use or integrate the Software with certain third-party software and services. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and your Authorized Users and the applicable third party. Licensor and its licensors shall have no liability, obligation, or responsibility for any such activity between you and your Authorized Users and any such third party. Licensor does not endorse any sites on the Internet that may be integrated with or linked through the Software. Licensor provides these integrations and links to you and your Authorized Users only as a matter of convenience, and in no event shall Licensor or its licensors be responsible for any content, products, or other materials on or available from such software and services. Licensor provides the Software to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third party providers of ancillary software, hardware, or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

6. Compliance Measures.

(a) The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under **Section 3**. Licensee shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

(b) Should Licensee learn of any noncompliance with this Agreement, Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

(c) During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement. Licensor also may, in its sole discretion, audit Licensee's systems within 12 months after

the end of the Term to ensure Licensee has ceased use of the Software and removed the all copies of the Software from such computers and mobile devices as required hereunder. The Licensee shall fully cooperate with Licensor's personnel conducting such audits and provide all access requested by the Licensor to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information.

7. Collection and Use of Information.

(a) Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment and devices on which the Software is installed or through which it otherwise is accessed and used.

(b) Licensee agrees that the Licensor may use such information internally for any purpose related to any use of the Software, including, but not limited to:

(i) improving the performance of the Software or developing Updates;
and

(ii) verifying Licensee's and its Authorized Users' compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.

(c) Licensee agrees that the Licensor may share such information for any purpose related to any use of the Software, including, but not limited to:

(i) sharing such information in the aggregate (i.e., the aggregate information of all Authorized Users and uses of the Software) to Licensee and Licensor's licensors and service providers; and

(ii) sharing information regarding an Authorized User's use of the Software with such Authorized User.

(d) Licensee acknowledges and agrees that Licensor shall not share individual Authorized User information with Licensee, unless explicitly authorized to do so by such Authorized User.

8. Intellectual Property Rights. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software and Documentation under this Agreement, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Licensor and its licensors and service providers reserve and shall own and retain their entire right, title and interest in and to the Software and Documentation, and

any copy, translation, modification, adaptation, enhancements or derivation of the same, even if created or recommended by you, and all Intellectual Property Rights arising out of or relating to the Software and Documentation, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and Documentation and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.

9. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect until terminated as set forth herein (the "**Term**").

(b) Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.

(c) Licensor may terminate this Agreement, at any time, effective upon written notice to Licensee.

(d) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and permanently delete/destroy all copies of the Software and Documentation.

10. Warranty Disclaimer.

(a) THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT

INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM OR, IF NO SUCH AMOUNTS WERE PAID, \$500 (FIVE HUNDRED DOLLARS).

(c) THE LIMITATIONS SET FORTH IN **Section 11(a)** AND **Section 11(b)** SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12. Export Regulation. The Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export or release the Software or Documentation to, or make the Software or Documentation accessible from, any

jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Licensee shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Documentation available outside the US.

13. US Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

14. Miscellaneous.

(a) This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

(b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property or any other circumstances or causes beyond Licensor's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day

after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(d) This Agreement, and all other documents that are incorporated by reference herein constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 14(e)** is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections refer to the Sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(j) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.