Terms of Use (online) Master Subscription Agreement

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF SIMULOCITY'S SIMEXPO 2GO ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome. As part of the Service, Simulocity LLC will provide you with use of the SIM-EXPO and/or SIM-EXPO 2GO Service (accessible online at shop.simexpo.com and 2go.simexpo.com), including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the shop.simexpo.com website incorporated by reference herein, including but not limited to Simulocity LLC's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure Simulocity LLC's privacy and security policies may be viewed at shop.simexpo.com. Simulocity LLC reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Individual users, when they initially log in, will be asked whether or not they wish to receive marketing and other non-critical Service-related communications from shop.simexpo.com from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under their profile page. Note that because the Service is a hosted, online application, shop.simexpo.com occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that Simulocity LLC can disclose the fact that you are a paying customer and the edition of the Service that you are using.

2. License Grant & Restrictions: Simulocity LLC hereby grants you a non-exclusive, non-transferable, worldwide right to use the SIM-EXPO 2GO Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Simulocity LLC and its licensors. You may not access the Service if you are a direct competitor of Simulocity LLC, except with Simulocity LLC's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b)

build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual. You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. <u>Your Responsibilities:</u> You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Simulocity LLC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Simulocity LLC immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another shop.simexpo.com or 2go.simexpo.com user or provide false identity information to gain access to or use the Service.

4. <u>Account Information and Data:</u> Simulocity does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Simulocity LLC, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Simulocity LLC shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Simulocity LLC will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Simulocity LLC reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your nonpayment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Simulocity LLC shall have no obligation to maintain or forward any Customer Data.

5. <u>Intellectual Property Ownership:</u> Simulocity LLC's alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Simulocity LLC's shop.simexpo.com and 2go.simexpo.com technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Simulocity LLC shop.simexpo.com and 2go.simexpo.com technology or the Intellectual Property Rights owned by Simulocity, LLC. The SIM-EXPO and SIM-EXPO 2GO names, their logos, and the product names associated with the Service are trademarks of Simulocity LLC or third parties, and no right or license is granted to use them.

6. <u>Third Party Interactions:</u> During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Simulocity LLC and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Simulocity LLC does not endorse any sites on the Internet that are linked through the Service. Simulocity LLC provides these links to you only as a matter of convenience, and in no event shall Simulocity LLC or its licensors be responsible for any content, products, or other materials on or available from such sites. Simulocity LLC provides the Service 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.

7. <u>Charges and Payment of Fees:</u> You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the price of the items purchased, plus any applicable taxes. Payments may be made upon purchase, or as otherwise mutually agreed upon. You are responsible for paying for all products ordered for the entire License Term, whether or not such products are actively used. You must provide Simulocity LLC with valid credit card or approved purchase order information as a condition to signing up for the Service. Simulocity LLC reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. <u>Billing and Renewal:</u> Simulocity LLC's charges and collects in advance for use of the Service. Simulocity LLC will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary for annual licenses, or as otherwise mutually agreed upon. The renewal charge will be equal to the price of products purchased during the prior term, unless Simulocity LLC has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an asquoted basis. Simulocity LLC's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Simulocity LLC's income. You agree to provide Simulocity LLC with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Simulocity LLC reserves the right to terminate your access to the Service in addition to any other legal remedies. Unless Simulocity LLC in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"); all other entities will be billed in U.S. dollars, Euros or local currency and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of Simulocity LLC ("Non-U.S"). If you believe your bill is incorrect, you must contact us in writing within 60 days of

the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. <u>Non-Payment and Suspension:</u> In addition to any other rights granted to Simulocity LLC herein, Simulocity LLC reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. If you or Simulocity LLC initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Simulocity LLC may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Simulocity LLC reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Simulocity LLC has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. <u>Termination upon Expiration:</u> This Agreement commences on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Simulocity LLC's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Simulocity LLC will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Simulocity LLC has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. <u>Termination for Cause:</u> Any breach of your payment obligations or unauthorized use of the Simulocity LLC's Technology or Service will be deemed a material breach of this Agreement. Simulocity LLC, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Simulocity LLC may terminate a free account at any time in its sole discretion. You agree and acknowledge that Simulocity LLC has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. <u>Representations & Warranties:</u> Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Simulocity LLC represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable and under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

13. <u>Mutual Indemnification:</u> You shall indemnify and hold Simulocity LLC, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Simulocity LLC (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Simulocity LLC of all liability and such settlement does not affect Simulocity LLC business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim. Simulocity LLC shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Simulocity LLC of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Simulocity LLC; provided that you (a) promptly give written notice of the claim to Simulocity LLC; (b) give Simulocity LLC sole control of the defense and settlement of the claim (provided that Simulocity LLC may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Simulocity LLC all available information and assistance; and (d) have not compromised or settled such claim. Simulocity LLC shall have no indemnification obligation, and you shall indemnify Simulocity LLC pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

14. <u>Disclaimer of Warranties:</u> SIMULOCITY LLC AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SIMULOCITY LLC AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SIMULOCITY LLC AND ITS LICENSORS.

15. <u>Internet Delays:</u> SIMULOCITY LLC'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SIMULOCITY LLC'S IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. <u>Limitation of Liability:</u> IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. <u>Additional Rights:</u> Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. <u>Local Laws and Export Control:</u> This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or reexport as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000 Simulocity LLC and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the

Service from outside the United States of America, or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited.

19. <u>Notice:</u> Simulocity LLC may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Simulocity LLC 's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Simulocity LLC 's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Simulocity LLC at the following address: Simulocity LLC, 1942 W County Road 419, Suite 1030, Oviedo, Florida 32766; addressed to the attention of: Chief Operations Officer.

20. Modification to Terms Simulocity LLC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control This Agreement may not be assigned by you without the prior written approval of Simulocity LLC but may be assigned without your consent by Simulocity LLC to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Simulocity LLC directly or indirectly owning or controlling 50% or more of you shall entitle Simulocity LLC to terminate this Agreement for cause immediately upon written notice.

22. General With respect to U.S. Customers, this Agreement shall be governed by United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject United States federal law. With respect to Non-U.S. Customers, this Agreement shall be governed by the laws of the United States, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of the United States. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Simulocity LLC as a result of this agreement or use of the Service. The failure of Simulocity LLC to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Simulocity LLC in writing. This Agreement, together with any

applicable Order Form, comprises the entire agreement between you and Simulocity LLC and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. <u>Definitions:</u> As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online, and any materials available on the Simulocity LLC (shop.simexpo.com) website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Simulocity LLC from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is annually, the Initial Term is the date of purchase); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Form; "License Term(s)" means the period(s) during which a specified product(s) is licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Form" means Simulocity LLC's shop.simexpo.com online ordering process that allows the License Administrator designated by you to, among other things, to purchase the Service; " Simulocity LLC " means collectively Simulocity LLC, a Wyoming corporation, having its principal place of business at 1942 W County Road 419, Suite 1030, Oviedo, Florida 32766; " Simulocity LLC Technology" means all of Simulocity LLC 's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Simulocity LLC in providing the Service; "Service(s)" means the specific edition of Simulocity LLC 's online platforms, billing, data analysis, or other corporate services identified during the ordering process, developed, operated, and maintained by Simulocity LLC, accessible via shop.simexpo.com or another designated web site or IP address, or ancillary online or offline products and services provided to you by Simulocity LLC, to which you are being granted access under this Agreement, including the SIM-EXPO Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Simulocity LLC at your request). Questions or Additional Information: If you have questions regarding this Agreement or wish to

obtain additional information, please send an e-mail to info@simulocity.us. © Copyright 2014-2020 Simulocity, LLC. All rights reserved..