

MOTIF PLUGINS END USER LICENSE AGREEMENT

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This Motif Plugins End User License Agreement (“**EULA**”) sets forth the license terms and conditions for the use of the Plugins owned and made available by Motif Systems, Inc. (“**Motif**”, “**we**”, “**our**”, or “**us**”). Motif makes available the Plugins to its customers who have obtained a subscription license or other access to the SaaS Application (as defined below) pursuant to a master services or subscription agreement, or similar customer agreement, entered into by Motif and the applicable customer (hereinafter, the “**MSA**”). “**Customer**” as used in the EULA shall mean the entity, business, or organization who has entered into the MSA. **Please be advised that we may modify and update this EULA as set forth in Section 12.**

IMPORTANT – THIS IS A LEGALLY BINDING AGREEMENT GOVERNING THE USE OF THE PLUGINS. BY DOWNLOADING OTHERWISE USING THE PLUGINS YOU: (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA; (2) REPRESENT THAT YOU ARE AN AUTHORIZED USER (AS DEFINED BELOW) AND HAVE THE AUTHORITY AND RIGHT TO USE THE PLUGINS ON BEHALF OF THE CUSTOMER IN CONNECTION WITH THE SAAS APPLICATION; AND (3) REPRESENT THAT YOU HAVE THE AUTHORITY AND HAVE OBTAINED ALL RIGHTS, PERMISSIONS, AND AUTHORIZATIONS TO ENTER INTO THE TERMS OF THIS EULA ON BEHALF OF YOURSELF AND THE CUSTOMER AND TO BIND CUSTOMER TO THE TERMS OF THIS EULA (FOR CLARITY, “YOU” AND “YOUR” AS USED IN THIS EULA SHALL MEAN YOU, THE END USER, AND THE CUSTOMER). IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, OR YOU DO NOT HAVE THE REQUISITE AUTHORITY AS SET FORTH ABOVE, DO NOT DOWNLOAD OR USE THE PLUGINS. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS EULA AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF Motif SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

1. DEFINITIONS

“**Affiliate**” means, with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Authorized Users**” means employees, contractors, or personnel of Customer or its Affiliates, and any other individuals, group, or entities who are authorized by Customer to use the SaaS Application.

“**Documentation**” means Motif’s then-current user manuals and/or documentation for the Plugins, as applicable, made available to you hereunder by Motif.

“**Plugins**” means any of the software plugins that are made available for download by Motif on its website and which enable the integration of the SaaS Application with Third Party Applications.

“**SaaS Application**” means Motif’s proprietary hosted software-as-a-service web application(s) that are licensed or made available by Motif to the Customer under the MSA.

“**Subscription**” means the subscription plan purchased by Customer under the MSA to access the SaaS Application during the applicable Subscription Term.

“**Subscription Term**” means the Subscription term specified on the applicable order form entered into between Customer and Motif under the MSA.

“**Third Party Applications**” means the third party products, applications, services, or software that connect to the SaaS Application via the Plugins.

2. SCOPE OF THIS AGREEMENT

2.1. Relation to Terms Governing Subscription. Although your license to use the Plugins is limited to use in connection with Customer’s Subscription to the SaaS Application during the applicable

Subscription Term, the terms and conditions of the MSA, including, without limitation, any representations and warranties made by Motif under the MSA, do not apply to the Plugins. In the event of a conflict between the terms of this EULA and the terms of the MSA, this EULA shall control with respect to your use of the Plugins.

2.2. Third Party Applications. The Plugins may enable Customer the ability to connect with or use certain Third Party Applications. This EULA is solely between Motif and you. The third party provider of such Third Party Applications is not a party to this EULA. If you decide to access and use such Third Party Applications, your use of such Third Party Applications is governed solely by the terms and conditions, terms of use, terms of service, or similar end user agreements, and any other applicable policies governing the use of such Third Party Applications, and you shall not breach or violate any such policies applicable to such Third Party Applications with respect to such access or use. **Motif does not endorse, is not responsible for, and makes no representations as to such Third Party Applications, their content, or the manner in which they handle your and/or any other Authorized Users' data. Motif is not liable for any damage or loss caused or alleged to be caused by or in connection with your and/or any other Authorized Users' access or use of any such Third Party Applications, or your reliance on the privacy practices or other policies of such Third Party Applications.**

3. ACCESS AND USE OF THE PLUGINS

3.1. Limited License. Subject to all of the terms and conditions of this EULA, Motif grants to you a non-transferable, non-sublicensable, non-exclusive limited license to use the Plugins, solely: (a) in object code form for Customer's internal use of the Plugins, (b) during the applicable Subscription Term for the purposes of connecting the SaaS Application to Third Party Applications, and (c) in accordance with this EULA and the Documentation.

3.2. Open Source Components. The Plugins may contain third party open-source software components ("**Open Source Components**"). Such Open Source Components are not licensed under this EULA, but are instead licensed under the terms of the applicable open source license, which are accessible via our legal page located at <https://motif.io/legal>.

3.3. Restrictions and Unauthorized Use. You shall not (and shall not authorize any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets, or any underlying ideas, algorithms and/or technology from or about the Plugins (or any part thereof); (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Plugins available for access by third parties except as otherwise expressly provided in this EULA, including timesharing or service bureau purposes; (c) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Motif or its suppliers on or within the Plugins and/or Documentation, or otherwise remove or alter any trademark, logo, copyright or other proprietary notices associated with the Plugins; (d) modify or create a derivative work of any part of the Plugins, or incorporate the Plugins into or with other products or software not contemplated by this EULA or the Documentation; (e) access or use the Plugins for purposes of building a competitive product, or otherwise engage in competitive benchmarking; or (f) disclose the results of any benchmark test of the Plugins to any third party without Motif's prior written approval;.

3.4. Updates. You acknowledge that the Plugins may be updated without prior notice. Motif will make available each update or new version of the Plugins to you when they are generally released to other licensees of the Plugins.

4. PROPRIETARY RIGHTS

4.1. Motif Proprietary Rights. Except for the limited license rights expressly provided herein, Motif and its licensors have and will retain all rights, title, and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Plugins, Documentation, and Usage Data, and all copies, modifications, updates, enhancements, improvements, and

derivative works thereof. You acknowledge that you are obtaining only a limited license right to the Plugins and that no ownership rights are being conveyed to you under this EULA or otherwise. All title in and to the Plugins, all copies thereof (in whole or in part, and in any form), and all rights therein will remain vested in Motif. Motif does not grant any implied rights or licenses to you.

4.2. Usage Data. Motif collects Usage Data and uses it for internal analytics purposes and to operate, facilitate, develop, improve, and support the SaaS Application and any other Motif products and services, to develop new products, features, and/or services, and for other lawful business practices. However, Motif will not disclose Usage Data externally unless (a) required by applicable laws, rules or regulations, or (b) the Usage Data is (i) de-identified so that it does not identify you, Customer, or any other person, and (ii) aggregated with data across other customers. **"Usage Data"** means Motif's technical logs, metrics, and analytics regarding the performance, use, and operation of the Plugins, but excluding any text, images, graphics, videos, documents, and all other content and/or materials, including, but not limited to CAD data, such as 3D models, 3D meshes, 3D geometry, etc., uploaded or submitted by you and/or Customer in connection with the use of the SaaS Application.

5. SUPPORT

During the applicable Subscription Term, Motif will provide support for your use of the Plugins in accordance with the support terms provided under the MSA.

6. CONFIDENTIALITY

You acknowledge that you may obtain proprietary, confidential, and trade secret information relating to the Plugins that has not been released to the public, including, but not limited to, code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data (collectively, **"Confidential Information"**). You agree to maintain the confidentiality of Confidential Information and further agree not to disclose Confidential Information to any third party or use Confidential Information for any purpose other than the use of the Plugins as licensed under this EULA.

7. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE PLUGINS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL NOT LIMIT ANY EXPRESS WARRANTIES MADE BY MOTIF TO THE CUSTOMER OR MOTIF'S LIABILITY TO THE CUSTOMER TO THE EXTENT SET FORTH IN THE MSA AND AS APPLICABLE TO THE SAAS APPLICATION.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MOTIF BE LIABLE OR OBLIGATED TO YOU, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY AND EVEN MOTIF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR OBLIGATION, FOR ANY (A) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR RIGHTS; (B) INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES; (C) INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (D) ANY DAMAGES ARISING OUT OF THIS EULA THAT EXCEED TWENTY FIVE DOLLARS (US\$25.00). THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT MOTIF WOULD NOT PERMIT YOU TO USE THE PLUGINS ABSENT THE TERMS OF THIS SECTION. THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS EULA SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. EXPORT COMPLIANCE

You acknowledge that the laws and regulations of the United States of America and foreign jurisdictions may restrict the export and re-export of certain commodities and technical data of United States of America origin, including the Plugins and technical data delivered under this EULA. You agree to comply strictly with all such laws and regulations and that you will not export or re-export the Plugins or technical data received hereunder without the appropriate United States or foreign government licenses or permits.

10. GOVERNMENT END USERS

The Plugins and Documentation licensed to you under this EULA is “commercial computer software” as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

11. TERM, TERMINATION, AND SURVIVAL

The term of this EULA and any license granted hereunder shall begin on the date you download, install, access, or use the Plugins and, unless earlier terminated in accordance with this Section, shall end upon the termination or expiration of Customer’s Subscription to the SaaS Application. Motif may terminate this EULA upon written notice if you are in breach of Section 3.3, and you do not cure such breach within thirty (30) days following notice thereof. Upon any expiration or termination of this EULA, for whatever reason, you shall (a) immediately cease all use of the Plugins and all copies and components thereof, and (b) within ten (10) business days of the termination or expiration of this Agreement, you will destroy all copies of the Plugins, including all permitted archival and back-up copies. The terms set forth in Sections 1, 2.2, 3.2, 3.3, **Error! Reference source not found.**, and 6 through 13 shall survive any termination or expiration of this EULA.

12. MODIFICATIONS

Motif reserves the right to update or modify this EULA at any time. The revised EULA will be accessible via our legal page located at <https://motif.io/legal>. All updates and modifications to this EULA will be effective from the day they are posted, as indicated by the “Last Updated” date set forth above. If Motif makes any material changes to this EULA, Motif will use reasonable efforts to provide reasonable prior notice of these changes by sending a notification to the email address Motif has on file for you. Notwithstanding the foregoing, it is your responsibility to regularly visit and review this EULA for updates, changes, and modifications. You may be required to click to accept or otherwise agree to the modified EULA in order to continue using the Plugins. Your acknowledgment of acceptance of the revised EULA, or your continued access or use of the Plugins after the applicable effective date of the revised EULA, will constitute your acceptance of the revised EULA. If you do not agree to any updates or modifications to this EULA, you must cease all use and access of the Plugins.

13. MISCELLANEOUS

You may not assign, transfer, or sublicense any obligations or benefit under this EULA without the prior written consent of Motif and any purported transfer or assignment in violation of this Section is void. Motif may freely assign, delegate, license and/or transfer this EULA, in whole or in part, without your consent. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the parties and their successors and assigns. The laws of California govern this EULA and any dispute of any sort that might arise from or relate to this EULA, without reference to any applicable conflict of laws rules. You consent to exclusive jurisdiction and venue of the State and Federal courts located in San Francisco County, California;

provided that, Motif may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Motif's, Motif's affiliates, or any third party's intellectual property or other proprietary rights or your breach of the confidentiality obligations hereunder. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this EULA. The provisions hereof are for the benefit of the parties only and not for any other person or entity. This EULA supersedes all prior agreements, and all prior and contemporary proposals and discussions relating to the subject matter of this EULA. In the event of any conflict with the terms of the MSA, the terms of this EULA shall control but solely with respect to the subject matter set forth herein. All notices required or permitted under this EULA will be in writing, will reference this EULA, and will be deemed given: (a) when delivered personally; (b) 1 business day after deposit with a nationally or internationally (as applicable) recognized express courier, with written confirmation of receipt; (c) 72 hours following transmission if sent by e-mail; provided that the party sending the notice does not receive any message or notice of failure to transmit or deliver the e-mail within such 72 hour period; or (d) 3 business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. Each party may update its address by providing written notice to the other party in accordance with this Section. If any provision of this EULA is determined to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary for this EULA to remain enforceable. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Except as otherwise set forth in this EULA, this EULA may be amended upon mutual written agreement of the parties. Any pre-printed or standard terms of any purchase order, confirmation, or similar form, unless signed by Motif after the effectiveness hereof, shall have no force or effect.