

ErgoAlgo-Office
End User License Agreement

Last updated: September 15, 2022

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button upon downloading or using the ErgoAlgo-Office Application

BY CLICKING THE "I AGREE" BUTTON UPON DOWNLOADING OR USING THE APPLICATION, YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT AND DO NOT LICENSE THE USE OF THE APPLICATION TO YOU AND YOU MUST NOT USE THE APPLICATION.

1. License

Subject to and conditioned on your payment of fees, compliance with the terms and conditions of this Agreement, and compliance with the terms and conditions of the Ergonaut's ErgoAlgo Office Master Services Agreement, Dendrite Holdings, LLC, *dba* Ergonauts ("Ergonauts") grants you a revocable, non-exclusive, non-transferable, non-sublicensable limited license to download, install and use the Application, associated software, Ergonauts's web site and user interface, training programs, materials, images and reports, and all intellectual property and proprietary rights therein ("Applications"). Except as expressly authorized in a fully executed Ergonauts Services Agreement, your use of the Application is solely for your personal or internal use, strictly in accordance with the terms of this Agreement.

2. Restrictions

In connection with your use of the Application and any resulting reports, you agree not to, nor to allow or facilitate a third party to: (a) copy, modify, or create a derivative work of the Application; (b) reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the Application; (c) sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Application, without the prior written permission of Ergonauts; (d) license, sub-license, sell, resell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, without the prior written permission of Ergonauts; (e) circumvent or manipulate any applicable fee structure, billing process, or fees owed either to us or to our third party providers; (f) use the Application for illegal purposes or for promotion of dangerous activities; (g) interfere with or disrupt the Application or servers or networks connected to the Application, or disobey any requirements, procedures, policies or regulations of networks connected to the Application; (h) attempt to gain unauthorized access to the Application, other accounts, computer systems, or networks connected to the Application through hacking, password mining, phishing or any other means; (i) upload, post, email, transmit, distribute or otherwise make available any material that contains viruses, computer code, or any other technologies that may harm Ergonauts or the interests, information, or property of Ergonauts customers or limit the functionality of any software, hardware or other equipment; (j) Use the Application to transmit illegal, obscene,

threatening, harassing, or other offensive messages; (k) use the Application in excess of contractual usage limits, or in a manner that circumvents usage limits or technological access control measures; (l) circumvent, disable or otherwise interfere with security-related features of the Application or features that prevent restrict use of the Application; (m) remove any proprietary notices from the Application; (n) use the Application in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of Ergonauts or other right of any third party, or that violates any applicable law; (o) access or use the Application for purposes of competitive analysis of the Application, the development, provision, or use of a competing software service or product, or any other purpose that is to Ergonauts detriment or commercial disadvantage; (p) share your login information to any third party; (q) or use the Application in any manner other than as permitted by this Agreement.

You acknowledge that Ergonauts is not responsible for any use or misuse of the Application. In particular, You will not, nor shall you permit or assist others, to abuse or fraudulently use the Application, including but not limited to: (i) obtaining or attempting to obtain service by any unauthorized means or device with intent to avoid payments; (ii) accessing, altering, or destroying any information belonging to any person other than You, or attempting to do so; and (iii) using the Application to interfere with the use of similar service by other companies or users.

3. Account Access.

3.1. Before accessing and using the Application, you must establish an account and complete training and obtain certification from Ergonauts. The certification shall be valid for 12 months. You are responsible for maintaining the confidentiality of your login credentials. You shall not share your account login with any third party. You are responsible and liable for all uses of the Application through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Application by you and by any other person to whom you may directly or indirectly provide access to or use of the Application, whether such access or use is permitted by or in violation of this Agreement.

3.2. You must notify us immediately if you become aware that your account is being used without authorization. If your access to the Application was previously terminated by Ergonauts, you may not register for a new account, nor may you designate other individuals to use an account on your behalf.

4. Ownership of the Application.

4.1 The Application. All right, title, and interest in and to the Application, associated software, Ergonauts's web site and user interface, training programs, materials, images and reports, and all intellectual property and proprietary rights therein, are and will remain the exclusive property of Ergonauts. For all third-party materials of the Application, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to such material. You have no right, license, or authorization with respect to the Application, or Third-Party Materials except as expressly set forth in this Agreement.

4.2 Resultant Data. Resultant Data means data and information related to your use of the Application that Ergonauts uses in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Application. Ergonauts uses this data, without limitation, to improve the performance of the Application and/or develop important updates. Ergonauts never uses it to re-identify you. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant Ergonauts an assignment of all right, title, and interest in and to the Resultant Data, including all intellectual property rights relating thereto.

4.3 Client Data.

You own the information provided and stored on Ergonauts's Application servers (collectively, "Client Data").

You hereby grant to Ergonauts a non-exclusive, fully paid, world-wide and irrevocable license permitting Ergonauts to copy, anonymize, aggregate, process and display Client Data to derive anonymous statistical and usage data, and data about the functionality of the Service, provided such data cannot be used to identify you or your individual users ("Anonymous Data"), for the purposes of combining or incorporating such Anonymous Data with or into other similar data and information available, derived or obtained from other clients, licensees, users, or otherwise (when so combined or incorporated, referred to as "Aggregate Data"), so as to permit Ergonauts to provide services including the copying, publication, distribution, display, licensing or sale of Aggregate Data and related or similar other statistics or data to third parties (and to you should you elect to subscribe for same) pursuant to a separate licensing or services arrangement or agreement. Ergonauts will be the owner of all right, title and interest in and to Aggregate Data. Any access by you to Aggregate Data shall be pursuant to an additional license or services agreement.

5. Modifications to Application

Ergonauts reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

6. Term and Termination

Pursuant to the Ergo-Algo Office Master Services Agreement, this Agreement shall remain in effect until terminated by you, your employer, or Ergonauts.

This Agreement will terminate immediately, without prior notice from Ergonauts, if, in Ergonauts's sole discretion, Ergonauts determines you have failed to comply with any provision of this Agreement.

You acknowledge and agree that non-use of the Application and/or deleting the Application from your devices does not relieve your obligations under this Agreement or the Ergo-Algo Office Application Master Services Agreement.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device and/or from your desktop.

7. Customer Warranties and Representations.

You warrant and represent that:

- a. All information you provide us as part of your account registration is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete;
 - b. You have been trained and certified by Ergonauts to use the Application within the past 12 months;
 - c. The login information used to access the Application is your login information, solely;
 - d. Any and all customer data supplied by you or otherwise accessed by us through the provision of Application is the sole and exclusive property of you or that you have secured any and all authorizations and rights to use the customer data as applicable;
 - e. The customer data does not breach any relevant laws, regulations, agreements, or codes;
 - f. The customer data does not infringe the intellectual property rights of any third party;
- and
- g. To the extent that the customer data contains personally identifiable information or personal data, you have obtained the necessary consents in order to transfer or permit access to such data in accordance with applicable privacy and data protection laws.

8. Ergonauts Warranties; Disclaimers; Limitation of Liability

8.1 Limited Warranty. Ergonauts warrants the Application will be provided in conformity with generally prevailing industry standards. You must report any material deficiencies to Ergonauts in writing within thirty (30) days of your discovery of the defect. Your exclusive remedy for the breach of the above warranty will be for Ergonauts to use commercially reasonable efforts to provide the Service in accordance with this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. ERGONAUTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

ERGONAUTS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY COMPONENT.

ERGONAUTS DOES 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, SERVICE, 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

INFORMATION 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 COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE INTERNET THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE SECURE FROM INTERRUPTION, INTERCEPTION OR CORRUPTION BY THIRD PARTIES. EXCEPT AS EXPRESSLY SET FORTH IN THE SCOPE OF SERVICES, THE SERVICE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS.
MATERIALS.

8.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ERGONAUTS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, ERGONAUTS HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY IN EXCESS OF THE FEES PAID BY YOU TO ERGONAUTS, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OR ACT OR OMISSION GIVING RISE TO THE CLAIM (THE "COMPENSATION AMOUNT"), HOWSOEVER CAUSED, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ERGONAUTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OF OTHER FINANCIAL LOSS OR PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SOFTWARE, EVEN IF YOU OR YOUR AUTHORIZED REPRESENTATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT ANY EXCLUSION, LIMITATION OR OTHER PROVISION CONTAINED IN THIS AGREEMENT SHALL BE HELD TO BE INVALID FOR ANY REASON AND ERGONAUTS BECOMES LIABLE FOR LOSS OR DAMAGE, SUCH LIABILITY IS LIMITED TO THE COMPENSATION AMOUNT AND NO MORE.

8.3 Professional Advice Disclaimer. Use of the Application will result in certain recommendations for the subject of the evaluation ("Subject"). THESE RECOMMENDATIONS ARE NOT PRESCRIPTIVE AND MUST NOT BE TAKEN AS MEDICAL OR OTHER SPECIALIZED PROFESSIONAL ADVICE. THERE IS NO GUARANTEE THAT FOLLOWING THE RECOMMENDATIONS FOR WORKPLACE ADJUSTMENTS OR ADDED PRODUCTS WILL RESULT IN HEALTH IMPROVEMENT, PAIN REDUCTION OR INJURY PREVENTION FOR THE SUBJECT. IT IS YOUR RESPONSIBILITY TO INFORM THE SUBJECT OF THIS DISCLAIMER AND RECOMMEND THAT THE SUBJECT SEEK MEDICAL OR OTHER PROFESSIONAL ADVICE BEFORE IMPLEMENTING ANY RECOMMENDATIONS MADE FROM THE EVALUATION OF THE SUBJECT.

9. Force Majeure. Without limiting the foregoing, under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly from forces of nature, or causes beyond its reasonable control, including internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor

or materials, fires, floods, storms, explosions, pandemic, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

10. Indemnification. You agree to indemnify, hold harmless, and, at Ergonauts' option, defend Ergonauts, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) Your use of and access to the Application; (ii) Your violation of any term of this Agreement; or (iii) Your violation of any third party right, including any copyright, property, or privacy right. If Ergonauts elects to have you defend Ergonauts, you may not settle any claim unless it unconditionally releases Ergonauts of all liability and is limited to payment of money damages, which you agree to pay. This defense and indemnification obligation shall survive this Agreement and your use of the Application.

11. Governing Law. This Agreement will be subject to and construed in accordance with the laws of the state of Kentucky, without regard to conflict of law principles.

12. Arbitration. Any controversy or claim between the parties arising out of or relating to this Agreement or the breach hereof or use of the Application and its services shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in Madison County Kentucky, and you may participate in the arbitration via remote teleconference. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Electronic Communications. The communications between you and Ergonauts will be primarily electronic. For contractual purposes, you (a) consent to receive communications from Ergonauts in an electronic form and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Ergonauts provides to you electronically have the same effect as if they were provided in writing and signed by Ergonauts and you in ink. The foregoing does not affect your non-waivable rights.

14. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

15. Amendments to this Agreement

Ergonauts reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 60 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Information

If you have any questions about this Agreement, please contact us at legaldepartment@ergonauts.com .

END OF DOCUMENT.