

Hexagon Manufacturing Intelligence

Sixth Sense Program Terms

(March 29, 2022 Version)

By submitting an application or otherwise participating in the Hexagon Manufacturing Intelligence, Inc. (“Hexagon”) Sixth Sense Program (“Program”), (i) you agree on behalf of yourself and the company or other legal entity you are representing (“Company”) (you and Company together, “You”) to these Program terms and conditions (“Terms”), and (ii) You represent and warrant that You have the right, power and authority to act on behalf of and bind yourself and such Company. If You do not agree or do not wish to bind yourself or the Company to these Terms, do not submit Your application or otherwise participate in the Program.

- 1 **Ownership.** Nothing in these Terms is intended to transfer any ownership rights to any intellectual property from one party to another. Title to and ownership of a party's intellectual property shall remain with the party.
- 2 **No Entry Fee / No Cash Prizes.** There is no entry fee or other fee for participation in the Program. There are also no prize monies or cash prizes distributed in connection with the Program.
- 3 **Program Documentation.** The Program guide, FAQs, and other Program documentation are set forth on the Program website (<https://sixthsense.hexagon.com/> or any supplemental or successor web pages) and may be changed at any time by Hexagon in its sole discretion.
- 4 **Application.** Applications for, and participation in, the Program are subject to these Terms. You acknowledge that You have been given ample opportunity to read the Terms and to consult with Your own legal counsel prior to agreeing to these Terms, and that You are voluntarily and knowingly agreeing to these Terms. Applications must be submitted through Hexagon's online application for the Program. Applications must be fully completed and timely submitted. Applications You submit will be used for the purposes of the Program. Hexagon shall have no obligation to return, display, or otherwise use Your application.
- 5 **Panels / Decisions.** Panels reviewing Program applications or judging presentations or business pitches will be made up of the representatives of Hexagon, Hexagon affiliates, and/or external business experts chosen by Hexagon and/or its affiliates. You understand and agree that decisions by Hexagon concerning selection and all other aspects of the Program are final and binding, not subject to challenge or appeal by You. Hexagon may, at its sole discretion, disqualify You from participating in any aspect of the Program. You will adhere to all health, safety and security guidelines issued by Hexagon in connection with Your participation in the Program.
- 6 **Company's Expenses.** As between Hexagon and You, You shall be solely responsible for any and all charges and expenses incurred by You or on Your behalf in connection with Your participation in the Program. Hexagon assumes no responsibility for flight, accommodation, or any other charges or expenses incurred by You or on Your behalf in connection with the Program, or Hexagon's cancellation or rescheduling of any Program events. Limited case-by-case exceptions may be applied in Hexagon's sole and absolute discretion; such exceptions (if any) will be communicated by the Hexagon Program manager in writing to the relevant event participant(s) in advance.
- 7 **Updating of Terms.** Hexagon may update these Terms at any time by posting the updated terms on the Program website, or otherwise notifying You of the updated Terms (email notification sufficient).
- 8 **Representations and Warranties.** You represent and warrant that:
 - (i) all information and materials You submit or provide in connection with the Program (the “Information”) is, to the best of Your knowledge, true and accurate. **You acknowledge that the Information You submit or provide is submitted and provided voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Hexagon and You.**
 - (ii) You have the full right and permission to submit the Information and to grant Hexagon the rights set forth herein;
 - (iii) the Information, and the use thereof by Hexagon and its respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, publicity or other intellectual property rights or other rights of any third party;
 - (iv) You have complied and will comply in all respects with all applicable laws, rules, and regulations in connection with Your participation in the Program;
 - (v) You are not operating in, organized in, or a resident of a country or territory that is subject to any comprehensive trade or economic sanctions (currently, Cuba, Iran, Syria, North Korea, the Crimean, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR) regions of Ukraine, and Sevastopol);

- (vi) You have not violated and will not violate any understanding by which You are bound (including without limitation any agreement with any third party) by Your participation in the Program; and
- (vii) You will not violate or cause Hexagon to violate its [Code of Business Conduct and Ethics](#).

9 Grant of Rights in the Use of Information.

9.1 You (including Your collaborators) hereby grant Hexagon and Hexagon's affiliates, and its and their assignees, successors, designees, and licensees (collectively "**Providers**"), the irrevocable right and permission (but not the obligation) to store, reference, copy, sublicense, transmit, distribute, publicly perform, publish, display, adapt, photograph and record by any method whatsoever, and make any other uses of:

- (i) Your (and Your collaborators') name, voice, image and likeness as made available in connection with the Program;
- (ii) Your (and Your collaborators') interviews, presentations, business pitches, ideas, statements, and quotations as provided in connection with the Program;
- (iii) Your name, address, logos, website url, products, services, inventions, trademarks, and related business information provided in connection with the Program; and
- (iv) any other participation or activity by You or Your collaborators in connection with the Program,

in any media or broadcast now known or hereafter devised. The rights granted to the Providers includes without limitation, the right of exploitation, promotion, or marketing of the Program on websites owned or controlled by Providers, and/or other marketing channels or materials of Providers (including social media), worldwide in perpetuity without further compensation or consent.

Hexagon shall be the copyright owner of any photograph, video, and other visual, audio-visual and/or audio recording ("**Recordings**") captured, created, produced or otherwise made by or on behalf of Hexagon.

The Providers shall have editorial discretion and shall have the irrevocable right to reproduce, edit, or modify (i) through (iv) above and/or the Recordings in any manner and to combine them with any other material in connection with the Program. The Providers shall have no obligation to return, display, or otherwise use any of (i) through (iv) above or Recordings in connection with the Program.

You acknowledge and agree that the Providers may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by You or any other party. You grant the rights hereunder whether or not You are selected to participate in or progress in the Program.

10 **Further Agreements.** You acknowledge and agree that, if Hexagon selects You to participate or progress to the next stage(s) of the Program, You (and/or Your collaborators) may have to complete and execute further agreements requested by Hexagon, such as individual permission and release forms for presentations and business pitches, and/or end user agreements or schedules to access or use Hexagon-provided products or services. You will not be able to participate or progress to the next stage(s) (or access or use Hexagon-provided products or services), if You fail to complete and execute such further agreements as required by Hexagon.

11 **Hexagon Program Materials and Marks.** You may not disclose, use, or reference any Program materials, logos, trademarks, or service marks of Hexagon, without the prior written consent of Hexagon, which Hexagon may withhold in its sole and absolute discretion. Any Hexagon-approved disclosure, use, or reference may be conditioned, among other things, on Your compliance with Hexagon's additional terms, policies, guidelines or instructions. The Program and the related methodologies, designs, coding, marks, and programs are the property of Hexagon.

12 Competitive Products, Services and Technologies.

12.1 You understand that Hexagon is part of a global technology company, with numerous products, services and technologies. You understand that the employees, representatives, contractors and panelists of Hexagon and/or its affiliates mentoring, judging, or otherwise involved in supporting the Program may be engaged, now or in the future, in the development, support, marketing, sales or other business or technical activities relating to products, services or technologies that are similar to or compete with the products, services, or technologies offered by your Company.

12.2 Each party retains for itself the right to engage or invest, now or in the future, in businesses similar to or competitive with those of the other party. Nothing in these Terms is intended to prohibit or limit a party from developing, or having developed for it, or acquiring, products, services, or technologies that are similar to or compete with the products, services, or technologies of the other party.

- 13 **Advice/Mentoring.** Neither Hexagon or its affiliates, or its or their directors, officers, employees, agents, representatives, contractors, coaches, mentors, or judges (i) make any warranties, express or implied, as to any advice or other information provided; or (ii) have any liability for the accuracy of the advice or other information provided. **Any use of advice or other information by You is solely at Your own risk.**
- 14 **Release.** To the maximum extent permitted by law, You, Your spouse, heirs, executors, administrators, directors, officers, shareholders, employees, agents, representatives, successors and assigns (collectively “**Releasing Parties**”) hereby irrevocably and unconditionally release and covenant not to sue Hexagon or its affiliates, or its or their licensees, designees, assigns, successors, and their respective directors, officers, shareholders, employees, agents and representatives (collectively “**Releasees**”) from any and all claims, actions, damages, losses, liabilities, costs and expenses of any kind (including attorneys’ fees) (collectively “**Claims**”), under any theory whatsoever, arising out of or in connection with Your application for and/or participation in or in connection with the Program, including without limitation:
- (i) the exercise by Hexagon or anyone else of any rights granted by You under these Terms;
 - (ii) any disclosure of Your business, idea, product, service, technologies or invention;
 - (iii) the failure of Hexagon to select You as a participant or to select You to progress in the Program;
 - (iv) the entry into or breach of any agreement between You and any third party;
 - (v) any exploitation, distribution and/or promotion of the Program or Your participation in the Program;
 - (vi) any expenses incurred or travel undertaken by You in connection with the Program; or
 - (vii) cancellation, suspension, or modification of the Program.
- 15 **Indemnity.** You, individually and on behalf of the Releasing Parties, agree to defend (at indemnitees’ option), indemnify and hold harmless the Releasees from any and all Claims caused by or arising out of Your application for and/or participation in and in connection with the Program, including, without limitation, any of the following:
- (i) Your breach or violation of these Terms;
 - (ii) any action taken, or omission or statement made, by You during or in connection with the Program;
 - (iii) Your failure to follow the instructions of Hexagon or any of its designees or representatives;
 - (iv) use by Hexagon, its affiliates, or any of their respective designees, licensees, successors, or assigns, of any of the rights You have granted herein; or
 - (v) Your possession or use of any investment.
- 16 **Limitation of Liability.** To the maximum extent permitted by law, in no event will any of the Releasees be responsible or liable for any damages or losses of any kind, including without limitation, direct, indirect, incidental, consequential, or punitive damages, in connection with or arising out of the Program or these Terms, even if advised of the possibility of such damages.
- 17 **Compliance with Laws.** You shall comply with all other applicable laws and regulations in connection with Your application for or participation in the Program, including without limitation, applicable privacy and data protection laws and regulations, export laws and regulations (including U.S. export regulations), and securities laws.
- 18 **Privacy Notice.** Personal data collected by Hexagon or its affiliates will be processed in accordance with the Hexagon Manufacturing Intelligence online privacy statement (or successor privacy statement or policy), as may be updated or amended from time to time, available at <https://www.hexagonmi.com/about-us/privacy-policy> (or successor web pages).
- 19 **General.** These Terms (including the terms specifically referenced herein) constitute the complete agreement between You and Hexagon with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements or representations, written or oral, with respect to the subject matter. You acknowledge that You have not relied on any representations or other statements that are not contained herein. Hexagon shall have the benefit of all rights and remedies provided by law or equity. Failure of Hexagon to exercise or reserve any right or remedy shall not be construed as a waiver thereof or of any other right or remedy. Hexagon or any of its worldwide affiliates may enforce these Terms. These Terms shall be construed and disputes hereunder shall be settled under the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles. You agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with these Terms and/or the Program shall be resolved individually, without resort to any form of class action, exclusively before a federal or state court located in Delaware (United States of America). If and to the extent any provision of these Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal,

invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. These Terms, and any rights granted hereunder, may not be transferred or assigned by You, but may be transferred or assigned by Hexagon without restriction. If for any reason the Program is not capable of running as planned, Hexagon reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program or these Terms without notice and without liability. Nothing herein shall create or constitute an employment, joint venture, or partnership relationship between You and Hexagon.