

AUTOHARVEST TERMS OF USE

Last revised March 1, 2015

This website (including related domains and mobile sites, the “**Site**”) and the services, products, and content provided on the Site are owned and operated by AutoHarvest Foundation (“**we**,” “**us**,” or “**AutoHarvest**”). By using or accessing any portion of this Site, or by signing up for an account, you, a user of the Site (“**you**” or “**User**”) agree to be bound by these terms and conditions of use (“**Terms**”) and to comply with all applicable laws and regulations. If you are using the Site on behalf of a company, non-profit organization, government or governmental agency, or other legal entity, the terms “you” and “User” shall refer to such entity in addition to the individual user of the Site, as applicable. **YOU MAY NOT USE THIS SITE OR THE SERVICES PROVIDED THEREIN IF YOU DO NOT AGREE TO THESE TERMS. PLEASE REVIEW THEM CAREFULLY.**

1. The Site and Services

Subject to these Terms, AutoHarvest grants you a limited personal, revocable, non-exclusive, non-transferable license to download, view, copy, and print the Site’s contents, and to use related services provided to you through the Site, solely for your internal business purposes. The content on this Site is licensed, not sold or transferred, even if for convenience we use the terms “sale,” “purchase,” or similar terms.

The Site includes a public website (“**Public Website**”) and a private member website (“**Private Member Website**”), designed to foster collaboration within the advanced manufacturing ecosystem. The Public Website contains general, publicly available information about AutoHarvest. The Private Member Website requires a login username and password and provides opportunities for integrated communication, innovation and collaboration between users from industry, government and academia who have registered as an AutoHarvest member company (“**Member Company**”). You can apply for access to the Private Member Website via the Public Website.

The Private Member Website is available to the following different types of users, each of which may be provided with different features or functionality, as determined by AutoHarvest:

- (i) A company, non-profit organization, government or governmental agency, or other legal entity can apply to become a “**Member Company**.” Acceptance of membership will be decided in AutoHarvest’s sole discretion.
- (ii) An “**Authorized User**” uses the Private Member Website as an employee, contractor, or other authorized user of a Member Company.
- (iii) An “**Independent User**” applies for access to and, if approved, uses the Private Member Website without an affiliation with a Member Company.

2. Company Membership

A Member Company will be granted the ability to approve Authorized Users to access the Private Member Website on its behalf. AutoHarvest may limit the number of Authorized Users a Member Company can approve in AutoHarvest’s sole discretion, or as mutually agreed to by AutoHarvest and the Member Company.

A Member Company may provide AutoHarvest with one or more logos, names, or other trademarks identifying the Member Company (“**Member Marks**”), to be used for (i) customizing the experience of the Private Member Website for its Authorized Users, and (ii) identifying the Member Company or its Authorized Users to other users of the Site in the course of providing the Site’s services (for example, in posts or communications). Member Company hereby grants to AutoHarvest a limited, royalty-free, worldwide, non-exclusive license to use and display the Member Marks, solely for the foregoing purposes, subject to Member Company’s reasonable quality control requirements on the use of the Member Marks. In addition, AutoHarvest shall be permitted to use the Members Marks on the Public Website and in AutoHarvest’s marketing material, provided that Member Company shall have the right to review and approve such use and disclosure.

If a User registers as an Authorized User of a Member Company, AutoHarvest will notify the designated administrator of the Member Company, who will have the authority to approve or deny the registration. If you are registering as an Authorized User, you understand that your employer may have the right to monitor your use of the Private Member Website or access your personally identifiable information you have stored on the Site. In addition, both Member Companies and Authorized Users acknowledge that nothing in these Terms will affect or abrogate any obligations they may have to each other based on other agreements between them (such as an employment agreement, confidentiality agreement, or other agreement).

A Member Company may enter into a separate agreement with AutoHarvest defining usage levels, fees, and/or governing its and its Authorized Users’ use of the Site. Any such agreement signed by Member Company and AutoHarvest will take precedence over these Terms and will control in the event of a conflict.

3. User Accounts

By signing up for an account, AutoHarvest will provide you with credentials or keys to access the Private Member Website. You agree not to give these credentials or keys to anyone else or allow anyone else to use or access the Private Member Website or other protected content. When registering for your account, you must provide true, accurate, current, and complete information about yourself, and you must continue maintain and update the information you have provided so that it remains true, accurate, current, and complete so long as you continue to use the Site. Anonymous or false identities are not allowed on the Site.

4. Site and User-Submitted Content

The Site includes interactive portions in which you and other users can submit and/or exchange posts, comments, messages, images, audio or visual content, reviews, links, favorites, or the like. You understand that such content may be made available to the public or to other users, as the case may be (for example, the Site may include features that allow other users to share your posts with other users or members of the public via direct messages, email, social media links, etc.). You acknowledge, understand, and agree that we are not responsible for content posted by anyone other than AutoHarvest, including content that violate these Terms, and you browse the Site at your own risk. Furthermore, you remain responsible and liable for any content you submit using the Site. You may not submit any content that is offensive, threatening, harmful, infringing of another’s proprietary rights, unlawful, in violation of export regulations, or otherwise objectionable, in AutoHarvest’s sole discretion. You may not post confidential information to the public or semi-public areas of the Site (including within the Private Member Website not accessible by the general public) or otherwise disclose confidential

information without authorization from the relevant party. By submitting content, you represent and warrant that such content does not violate these Terms and that you have adequate rights to submit such content. You hereby grant us a limited, worldwide, non-exclusive license to use and share your content that you publish or post using the Site (for example, opportunities that a Member Company publishes on its landing page) for business development purposes (for example, we may share your information with other Members or others at business meetings, presentations, and trade conferences), excluding private information that you send confidentially to other Users using private message functions, and provided we do not publish your content in a widely public commercial advertisement.

For any feedback or suggestions you provide to us regarding the Site (such as suggestions for new features), you agree to grant us (or warrant that the owner of such rights has granted us) an unrestricted nonexclusive, perpetual, royalty-free, irrevocable, transferable, worldwide right and license to use, reproduce, modify, adapt, translate, display, publish, transmit, and distribute such content in any form, medium, or technology now known or later developed, without further compensation, consideration, attribution, or notice. You also warrant (or warrant on behalf of the owner of such rights) that all confidentiality and moral rights in the content have been waived.

The Site may include access to content created, owned, or controlled by third parties (including you or other users). The Site may also link to third parties' websites. While we may make these available to you, they are not under our control and we are not responsible for their content nor do we guaranty their accuracy or availability to you. You understand that you bear all risk associated with such third-party content or websites, and that you may be required to agree to such third parties' terms and conditions in order to use or access their content or websites. Accordingly, we encourage you to review the terms of use and privacy policies, if any, associated with third-party content or websites.

5. Prohibited Conduct

You may not:

- modify, alter, reverse engineer, or create derivative works of this Site or its contents;
- distribute to third parties or publicly display the Site contents or use any portion thereof for commercial purposes, except as expressly authorized;
- copy, download, use, or distribute (whether or not for commercial purposes) any other user's personal information or any list or directory of users, except as expressly authorized;
- send other users spam, surveys, contests, chain letters, pyramid schemes, or other unsolicited bulk or junk messages;
- remove, modify, or obscure any copyright, trademark, or other proprietary notice;
- attempt to (i) gain access to any portion of this Site for which you do not have authorized access, (ii) interfere with or interrupt the operation of this Site (including without limitation through denial of service attacks), or (iii) harm any user of this Site, through hacking, data mining, the use of viruses or other malware, or any other means; or
- otherwise use or access this Site, its contents, or any connected network, system, or database,

in any way not authorized by these Terms or in violation of any law.

Areas of the Site may have different terms of use posted. If there is a conflict between these Terms and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.

We reserve the right to moderate, edit, or remove any content that, in our discretion, does not meet our standards or violates any of our Terms or policies. We also reserve the right to block access or terminate any account of any user who submits content in violation of these Terms. Please report any such content to us, including but not limited to content that you believe may infringe your or another's copyright, at the contact information listed below.

6. Intellectual Property

The Site and its content contain valuable intellectual property of AutoHarvest and/or its suppliers, including patent rights, copyrights, trademarks, service marks, trade dress, and trade secrets. All rights not expressly granted in these Terms are exclusively reserved to AutoHarvest.

You own all content provided or submitted by you using the Site, subject to the licenses and rights in such content that you grant to AutoHarvest and/or other users of the Site, as described herein. Nothing in these Terms will prohibit you from selling or licensing your content to other parties under a separate agreement.

7. Indemnification

You agree that you remain responsible for the content that you (and if you are a Member Company, your Authorized Users) submit or send using the Site. You agree to defend and hold harmless AutoHarvest and its affiliates, and their employees, contractors, directors, managers, and representatives, from and against any damages, losses, or costs (including reasonable attorneys' fees), arising from or in connection with any claim, suit, or action arising out of or relating to (i) your content; (ii) your use of the Site; (iii) your violation or infringement of any right of a third party or any applicable law in connection with the Site; or (iv) your breach of these Terms. If you are a Member Company, you agree that your indemnification obligations under this paragraph include the acts of your Authorized Users and the content they submit.

8. Disclaimer of Warranty

THE SITE AND ALL CONTENT THEREIN ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. AUTOHARVEST AND ITS SUPPLIERS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AUTOHARVEST AND ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, SUPPORT, TIMELINESS, OR PERFORMANCE WITH RESPECT TO THE USE OF THE SITE OR ITS CONTENT. AUTOHARVEST MAKES NO WARRANTY THAT THE SITE, SERVICES, OR ANY CONTENT WILL MEET USER'S NEEDS, BE ERROR FREE OR ACCURATE, WILL OPERATE WITHOUT INTERRUPTION, OR LOSS OF DATA, OR THAT ALL ERRORS WILL BE CORRECTED. AUTOHARVEST MAKES NO REPRESENTATION OR WARRANTY THAT USER WILL ACHIEVE ANY PARTICULAR RESULT, INCLUDING COMMERCIAL OR NON-

COMMERCIAL TRANSACTIONS, THROUGH USE OF THE SITE. AUTOHARVEST DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY CONTENT POSTED ON THE SITE AND USER ACKNOWLEDGES THAT ANY RELIANCE UPON SUCH CONTENT SHALL BE AT USER'S SOLE RISK. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN WILL NOT BE ENFORCEABLE.

9. Limitations and Exclusions of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, AUTOHARVEST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, INCLUDING FOR LOSS, CORRUPTION, OR INACCURACY OF DATA, LOST PROFITS, LOST BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT AND REGARDLESS WHETHER AUTOHARVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AUTOHARVEST'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS WHETHER AUTOHARVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS THAT IN THE ABSENCE OF THIS LIMITATION OF LIABILITY, THE TERMS UNDER WHICH THE SITE AND CONTENT WOULD BE PROVIDED WOULD BE SUBSTANTIALLY DIFFERENT.

10. Changes to the Site or these Terms

The Site and any of its features or content are subject to change without notice or obligation to you. These Terms and any Site policies or guidelines may be revised at any time in AutoHarvest's sole discretion. The date of the latest revision or update will be indicated on these Terms. You are responsible and expected to keep abreast of recent updates. Upon continued use of the Site, you agree to be bound to any updated terms, policies, or guidelines.

11. Privacy Policy

Our privacy policy, which is posted on our Site, is expressly incorporated into these Terms by reference. It is available at <http://www.autoharvest.org/privacy.html>.

12. Compliance with Laws

You agree to comply with all applicable laws governing your use of the Site. You may not access, download, use, or export materials posted to the Site in violation of U.S. export laws or regulations, including the Export Administration Regulations and International Traffic in Arms Regulations, or in violation of any other applicable export or import laws or regulations. You agree to comply with all export laws and restrictions and regulations of any applicable United States or foreign agency or authority.

This Site originates from the United States. AutoHarvest makes no representation that any content will be available or legal in other locations.

13. D.M.C.A.

AutoHarvest will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any content on the Site infringes your copyright, you may request removal of those

materials or access thereto from the Site by submitting written notification to our designated copyright agent in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”). Notices regarding alleged copyright infringement should be directed to:

J.D. Pankin
AutoHarvest Foundation
(313) 285-8569
info@autoharvest.org

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. If you believe that material you posted on the site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us by submitting written notification pursuant to the DMCA to our agent identified above.

14. U.S. Government Restricted Rights

The materials on this Site are provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of AutoHarvest’s proprietary rights in them.

15. Governing Law; Arbitration

Both AutoHarvest and User agree that all claims or disputes arising out of the Site or these Terms shall be submitted to binding arbitration, provided that the parties shall first attempt to resolve such claim or dispute informally. The arbitration shall be conducted by the American Arbitration Association under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in Oakland County, Michigan, or as otherwise mutually agreed to by the parties. Any judgment on the award rendered by the arbitrator shall be able to be entered in any court having competent jurisdiction. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. Both parties agree that any claim or dispute shall be brought only in a party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person’s claims. USER AGREES THAT BY ENTERING INTO THIS AGREEMENT, USER AND AUTOHARVEST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, each party retains the right to seek injunctive or other equitable relief from any court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of that party’s data security, intellectual property rights, or other proprietary rights. These Terms shall be governed by and construed in accordance with the laws of the State of Michigan without regard to rules or principles regarding conflicts of laws.

16. General

These Terms constitute the final, complete, and exclusive agreement of the parties relating to the use of the Site and related content and services, and supersedes and merges all prior discussions between the parties. In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that all other provisions shall otherwise remain in full force and effect and enforceable. The parties are independent contractors; nothing herein will be construed to create a partnership, joint venture, or

agency relationship between the parties, and neither party by virtue of these Terms will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party. The rights and remedies provided to each party in these Terms are cumulative and in addition to any other rights and remedies available to such party at law or in equity.