

TERMS OF USE, WAIVER and RELEASE OF LIABILITY

Type of Product: Augmented (mixed) Reality Lenses

Provider: Microsoft

Product: Hololens

Overview and Further Information:

<https://dynamics.microsoft.com/en-us/mixed-reality/remote-assist/>

These terms of use are entered into by and between You and LAEMPE+REICH Corporation ("**Company**", "**we**" or "**us**"). The following terms of use, waiver and release of liability ("**Terms of Use**") govern your access to and use of the Hololens Augmented (mixed) Reality Lenses ("Hololens").

Please read the Terms of Use carefully before using Hololens. **By using Hololens, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use Hololens.**

As long as you comply with these Terms of Use, Company grants you a non-exclusive, non-transferable, limited use of the Hololens provided to you by the Company only for your use as a customer of Company.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective by sending a copy of the revised and updated Terms of Use to you, and apply to your use of Hololens thereafter.

Your continued use of Hololens following the mailing of revised Terms of Use means that you accept and agree to the changes.

In using Hololens, you may be asked to provide certain registration details or other information. It is a condition of your use of Hololens that all the information you provide is correct, current, and complete. You agree that all information you provide to use Hololens, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

Hololens its entire contents, features, and functionality, are owned by Microsoft, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on Hololens. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company's name; the terms LAEMPE, REICH, LAEMPE+REICH and LAEMPE|REICH ,the Company logo; and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans related to Hololens are the trademarks of their respective owners.

Prohibited Uses

You may use Hololens only for lawful purposes and in accordance with these Terms of Use. You agree not to use Hololens:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- Additionally, you agree not to:
- Use any robot, spider, or other automatic device, process or means to access Hololens for any purpose.
- Use any device, software, or routine that interferes with the proper working of Hololens.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful to Hololens.
- Otherwise attempt to interfere with the proper working of Hololens.

Monitoring and Enforcement; Termination

We have the right to:

- Disclose your identity or other information about you to any third party who claims that you violated their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of Hololens.
- Terminate or suspend your access to all or part of Hololens for any or no reason, including without limitation, any violation of these Terms of Use.

Disclaimer of Reliance on Information Posted

The information and content presented on or through Hololens, including but not limited to any videos or other information that discusses the operation, maintenance, or repair of machinery, ("Informational Content") is made available solely for informational purposes. Nothing in the Informational Content is intended to constitute advice or to serve as a substitute for the advice of a qualified and experienced technician. All Informational Content is provided "as

is,” and we do not warrant the accuracy, completeness, currency, or usefulness of any Informational Content. Any reliance you place on such Informational Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Informational Content by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Before operating, maintaining, or repairing your machinery, you should review any user manuals, guides, checklists, or similar documentation provided with your machinery, consult with a qualified and experienced technician, and contact the manufacturer or LAEMPE REICH with any questions. You may contact LAEMPE REICH by phone at 205-655-2121 or by email at email@laempereich.com. Further, you are reminded to follow all applicable safety procedures and guidelines, including being aware of the safety data sheet information for any chemicals you may be handling, wearing the proper personal protective equipment, and following any applicable “lock-out, tag-out” procedures, and other applicable safety information for your machinery.

Disclaimer of Warranties

YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES FOR WHO MAY USE HOLOLENS, WHEN AND WHERE HOLOLENS MAY BE USED, AND HOW HOLOLENS MAY BE USED WITH YOUR EXISTING SAFETY PROTOCOLS AND PROCEDURES. THE COMPANY IS NOT RESPONSIBLE FOR YOUR SAFETY OR THE SAFETY OF YOUR EMPLOYEES, INVITEES OR GUESTS WHEN USING HOLOLENS. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF HOLOLENS.

YOUR USE OF HOLOLENS IS AT YOUR OWN RISK. HOLOLENS IS BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PERFORMANCE OR RELIABILITY OF HOLOLENS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT HOLOLENS IS FREE OF DEFECTS, ACCURATE, RELIABLE OR ERROR-FREE, OR THAT ANY DEFECTS FOUND WILL BE CORRECTED, OR THAT HOLOLENS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF HOLOLENS INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND

SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Release

YOU ACKNOWLEDGE THAT THE COMPANY IS PROVIDING YOU WITH HOLOLENS AUGMENTED (MIXED) REALITY LENSES/GLASSES FOR USE, ALONG WITH THE COMPANY, TO ASSIST THE COMPANY IN SERVICING AND MAINTAINING YOUR MACHINERY AND EQUIPMENT. YOU ACKNOWLEDGE AND UNDERSTAND THE RISK OF INJURY ASSOCIATED WITH THE USE OF HOLOLENS. AUGMENTED REALITY CAN CREATE UNPREDICTABLE RESPONSES IN HUMANS (INCLUDING, BUT NOT LIMITED TO DIZZINESS, NAUSEA, SEIZURES, BUMPING INTO OBJECTS, ETC.). LIKEWISE, THERE IS ALWAYS THE RISK OF INJURY DUE TO A MALFUNCTION OF THE HOLOLENS EQUIPMENT OR THE FAILURE TO FOLLOW INSTRUCTIONS PROVIDED WHILE WEARING HOLOLENS. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT AUGMENTED REALITY IS A NEW TECHNOLOGY AND THAT THERE MAY BE UNKNOWN RISKS ASSOCIATED WITH WEARING OR USING THIS TECHNOLOGY.

BY ACCEPTING THESE TERMS OF USE, YOU ARE ACKNOWLEDGING AND ACCEPTING THESE RISKS AND ARE RELEASING THE COMPANY AND ITS PRESENT AND FUTURE OFFICERS, SHAREHOLDERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS, SUBSIDIARIES, AFFILIATED COMPANIES, PARENT COMPANIES, SUCCESSOR COMPANIES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES, DAMAGES OR LIABILITIES ARISING OUT OF OR CONNECTED WITH, OR RESULTING FROM YOUR USE OF HOLOLENS AUGMENTED REALITY, OR ITS USE BY ANY OF YOUR EMPLOYEES OR INVITEES. BY ACCEPTING THESE TERMS OF USE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE FORM AND THE REMAINDER OF THE TERMS OF USE, AND THAT YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS AND THAT RELEASE IS BINDING ON YOU AND YOUR HEIRS SUCCESSORS AND ASSIGNS.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use; your use of the Website, its content, services, or products other than as expressly authorized in these Terms of Use; or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to your use of Hololens and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in

accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts or the state courts located in the State of Alabama in the County of Jefferson. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and LAEMPE+REICH Corporation with respect to Hololens and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to Hololens.

For LAEMPE REICH CORPORATION

For _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____