

3M Alpha/Beta Agreement

Updated: October 30, 2023

These Terms of Service and License (this “Agreement”) govern the relationship among you, the principal on whose behalf you are authorized to act (the “Principal,” with you and the Principal collectively being the “Company”), and “3M” (through 3M Company or its Affiliate(s) in the local country in which services are provisioned to the Company) for product and services provided by 3M Pre-release Product.

By clicking “I accept” when this Agreement is presented to the Principal, using credentials provided by 3M, or by signing this Agreement below, Company agrees to and contracts with 3M under the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you are prohibited from any use of the Pre-release Product.

NOW, THEREFORE, it is hereby agreed by and between the Parties that:

1. **PURPOSE**

3M intends to provide to Customer Pre-release Product(s);

3M desires to obtain Input (as defined below) about the Pre-release Product (as defined below) from a finite group of 3M customers in order to improve the Pre-release Product;

Customer desires to license and use the Pre-release Product through an application service provider model whereby 3M will enable Customer to access and use the Pre-release Product; and

Customer acknowledges and agrees that the provision of the Pre-release Product requires that 3M receive and use selected information in order to make available such products and services;

Customer acknowledges and agrees that the access to and use of such information is necessary for the development and delivery of Pre-release Product products and services; and

3M agrees to license the Pre-release Product to Customer in accordance with the terms and conditions set forth below in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

2. **DEFINITIONS**

“Agreement” means the terms and conditions in this Alpha/Beta Agreement.

“Authorized Sites” means the locations where 3M and Company agree that the Pre-Release Product is to be installed.

“Customer Data” means data provided by Customer to 3M or collected by the Pre-release Product for facilitating the purposes of this Agreement, including user records, user

information, and product usage data. For clarification, data that is generated by deidentifying, aggregating, or processing Customer Data is not Customer Data.

"Documentation" means any and all user manuals, handbooks, specifications, and other written or electronic materials relating to the Pre-release Product which are provided by 3M to Customer.

"Equipment" means the equipment that is provided by 3M.

"Input" means comments, suggestions or other feedback regarding the Pre-release Product provided by Customer.

"Pre-release Product" means the pre-release product, which may include Equipment, Software or services provided to Customer and relevant Documentation, Equipment, including all enhancements, modifications, bug fixes, error corrections, upgrades, and customizations thereto.

"Software" means any and all copies of (a) computer program(s) and application, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form and whether embodied in software or otherwise, including application programming interfaces, architecture, records, schematics, computerized databases, software implementations of algorithms, software tool sets, software models, (b) databases, libraries and compilations, including any and all data and collections of information or data, each to the extent relating to or otherwise used in support or for the benefit of, or embodied within, any of the items in (a) above, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons

"Term" means the term of this Agreement as described in Section 9.

3. 3M RESPONSIBILITIES

3.1 Project Manager. 3M will provide an individual who will manage and monitor the installation and assist with any issues that may arise during routine operation of Pre-release Product.

3.2 Support. 3M will provide "Question and Answer" Support during normal business hours for the Term of this Agreement. These services are only offered to the Administrative Contact (Project Manager), the Technical Contact (IT Lead), and the Executive Contact (Executive Sponsor). During the term of this Beta Agreement, 3M shall use commercially reasonable efforts to correct any errors which are reported either in writing or verbally. An error is defined as any operation of the Pre-release Product that is different than described in the documentation. An error also includes a "bug" or "crash" in which the system or portions of the system cease to function.

4. CUSTOMER RESPONSIBILITIES

4.1 Project Manager. During installation, Customer shall provide an individual who will manage and monitor the installation and assist with any issues that may arise during routine operation of Pre-release Product. Customer shall also identify an Administrative Contact, a Technical Contact and an Executive Contact. These individuals will communicate to 3M about the services rendered hereunder and then will be responsible for communicating, as needed, with the staff at Customer's Authorized Site(s).

4.2 Internet Connectivity. Customer shall provide appropriate Internet connectivity for its users and for servers located at Customer's site. Customer shall provide telecommunications, firewall, and other equipment necessary for Customer's users to connect with use the Pre-release Product.

4.3 Equipment at Customer's Site. Customer shall provide servers, personal computers for users, and operating system software necessary to access and use the Pre-release Product.

4.4 Account. Customer is solely responsible for usernames and passwords and all activity with Customer's account(s), including, without limitation that of its end users. Customer agrees to keep all accounts and passwords confidential. Customer agrees to notify 3M immediately about any possible misuse of Customer's account(s) and any security incident related to the Pre-release Product.

5. LICENSE GRANT

5.1 Limited License by 3M. For the during the Term of this Agreement, 3M hereby grants to Customer, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Pre-release Product solely for internal testing and/or evaluation purposes only. Any such use of the Pre-release Product shall be in accordance with the Documentation.

5.2 License Restrictions. Customer shall not use and access the Pre-release Product in any manner not expressly authorized in this Agreement. Customer shall not: (i) remove or modify markings or any notice of 3M's or its suppliers' proprietary rights in the Pre-release Product; (ii) modify, create derivative works of any part of the Pre-release Product and outputs generated from the Pre-release Product; (iii) disassemble, decrypt, decompile, reverse-engineer, disclose, or use any means to discover the source code, methodologies, or other trade secrets embodied in the Pre-release Product (the foregoing prohibition includes but is not limited to review of data structures, data, or similar materials produced by programs); (iv) access or use the Pre-release Product in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Pre-release Product; (v) disclose outputs generated from the Pre-release Product for benchmarking, consulting, or data analytics; and (vi) sublicense, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Pre-release Product available, in whole or in part, to any third party including, but not limited to, consultants, vendors, providers that deliver outsourced services to Customer, suppliers, or any other person.

Customer agrees that only its employees and employees of an Authorized Site(s) may access and use the Pre-release Product. No third parties shall be given access to, or knowledge of, the Pre-release Product.

5.3 3M's Right to Use Customer Data. Customer hereby grants to 3M a world-wide, non-exclusive, non-transferable (except as provided herein), perpetual license to access, use, copy, store, manipulate, convert, aggregate, analyze, de-identify, and transform the Customer Data for the purpose of enabling 3M to develop and provide the Pre-release Product and its underlying technology. Subject to the foregoing, 3M will undertake reasonable measures to maintain the security and confidentiality of Customer Data. Customer covenants, represents and warrants that Customer has all rights and permissions necessary to grant 3M the rights set forth in this Section.

5.4 Third Party Software. The Pre-release Product may require the use of third-party software or service that is not provided by 3M. Customer agrees that 3M shall not be liable any loss, injury, damages or other claims arising from Customer's use of such software or service. Use of such software or service is subject to the terms and conditions of its provider.

6. REMUNERATION

6.1 Fees. The fees, if any, for implementing, maintaining and using the Pre-release Product will form an exhibit to this Agreement, which is hereby incorporated by reference.

7. OWNERSHIP RIGHTS

7.1 3M or its licensors retain all ownership and intellectual property rights to the Pre-release Product. 3M retains all ownership and intellectual property rights to anything developed and delivered through Customer's use of the Pre-release Product.

Customers agrees to assign and hereby assigns to 3M all rights, titles, interests worldwide in and to any and all Inputs provided to 3M and any related intellectual property rights.

8. CONFIDENTIALITY

8.1 Definition. "Confidential Information" means: (i) the Pre-release Product; (ii) all other materials provided by 3M to Customer during the term of this Agreement; (iii) Customer Data (excluding protected health information which shall be governed by the business associate agreement between the parties); (iv) Input ; and (v) any business or technical information of 3M or Customer that is designated by a party as "confidential" or "proprietary" at the time of disclosure or due to its nature or under the circumstances of its disclosure the party receiving such information knows or has reason to know should be treated as confidential or proprietary. Confidential Information does not include information that: (1) already is in the public domain or (2) becomes generally known or available by public release of the Pre-release Product by 3M. Nothing in this Section 8 shall extend or otherwise amend or modify any license or right of use granted in this Agreement. In evaluating the Pre-release Product, Customer recognizes the Pre-release Product is confidential and proprietary to 3M and Customer also agrees not to disclose

any information relating to the Pre-release Product (including, but not limited to, its existence, design and performance capabilities, the result of any performance/benchmark tests) to third parties without prior written permission from 3M.

8.2 Non-disclosure and Non-use. The parties shall hold each other's Confidential Information in confidence in perpetuity and protect the Confidential Information by using a reasonable degree of care to prevent the unauthorized disclosure of the Confidential Information. The parties shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than in furtherance of the purposes of this Agreement and the implementation of, and as permitted in, this Agreement. Notwithstanding the foregoing, 3M may disclose Confidential Information to its subcontractors who are bound by written obligations of confidentiality substantially similar to, and in any event, no less stringent than those set out in this Section and who have a need to know to carry out the purposes of this Agreement. Customer shall take reasonable measures to ensure compliance with this section with respect to any users of the Pre-release Product.

9. WARRANTY

9.1 Warranty. Each Party warrants that it has the authority to enter into this Agreement.

9.2 Disclaimer. THE PRE-RELEASE PRODUCT IS PROVIDED ON AN "AS-IS" BASIS AND "AS AVAILABLE". 3M DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND THOSE ARISING FROM TRADE USAGE OR A COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, 3M DOES NOT WARRANT THAT THE PRE-RELEASE PRODUCT IS FREE FROM BUGS, ERRORS OR OMISSIONS, THAT THE SOFTWARE WILL PROVIDE ACCEPTABLE RESULTS, OR THAT THE PRE-RELEASE PRODUCT WILL BE COMMERCIALY RELEASED.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. CUSTOMER ACKNOWLEDGES THAT THE PRE-RELEASE PRODUCT IS A PRODUCT IN DEVELOPMENT PROVIDED SOLELY FOR TEST PURPOSES, AND ACCEPTS ALL RISK ARISING FROM ITS INSTALLATION AND USE OF THE PRE-RELEASE PRODUCT. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT 3M WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRE-RELEASE PRODUCT, EVEN IF 3M HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Amount. To the maximum extent permitted by law, in no event shall 3M's or its suppliers' liability under any claim exceed \$1,000. No action, regardless of form, arising out of or in connection with this Agreement may be brought more than one (1) year after the first to occur of (i) the termination or expiration of this Agreement or (ii) the event giving rise to such cause of action.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall become effective on the Effective Date and shall remain in effect until the earlier of: (i) one hundred twenty (120) days after the Effective Date for the Pre-release Product, or (ii) launch of the commercial product associated with the Pre-release Product (the "Term"). The Term may be reasonably extended upon the mutual agreement of the parties. Any such extension of the Term shall be in writing and made part of this Agreement. 3M reserves the right to suspend the Pre-release Product in whole or in part without notice to Customer. Any suspension of the Pre-release Product shall only be in effect for as long as reasonably necessary to address any issues giving rise to the suspension.

11.2 Termination. Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. The notice should include reasonable detail explaining the reason for such termination.

11.3 Effect of Termination. Immediately upon the termination of this Agreement (whether pursuant to this Section 9 or for any other reason), Customer shall have no further rights to access and/or use the Pre-release Product. Customer shall immediately cease use of the Pre-release Product (in any form, including partial copies in its possession or under its control), and, within thirty (30) days of such termination, return or destroy all copies of the Pre-release Product and Documentation in its possession and certify in writing to 3M that no copies of the Pre-release Product have been retained by Customer. At Customer's written request, 3M shall destroy Customer Data within thirty (30) days after receiving such request.

11.4 Survival. The provisions of Sections 5.2, 7, 8, 9, 10, 11, and 12 shall survive termination of this Agreement.

12. GENERAL TERMS

12.1 Assignment. Customer may not assign or otherwise transfer rights or obligations under this Agreement whether in whole or in part, except with the prior written consent of 3M.

12.2 Notices. All notices, except for routine communications, shall be effective only in writing and upon delivery in person, one business day after transfer by overnight delivery with an automated tracking system, three business days after mailing by either registered or certified mail, or by facsimile with automated delivery receipt. Any such notices shall be sent to:

3M:

3M Automotive Aftermarket Division

3M Center
Saint Paul, MN 55144
Attention: Repairstack

Customer:

The email address of record, the Executive Contact, the Technical Contact, or the Administrative Contact.

12.3 Relationship between the Parties. In all matters relating to this Agreement, Customer and 3M shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, or to represent the other party as agent, employee or in any other capacity. Neither party shall have any obligation, expressed or implied, except as expressly set forth herein.

12.4. Subcontracting. 3M may use a subcontractor to perform under this Agreement.

12.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without giving effect to principles of conflicts of laws and each party hereby submits to the exclusive jurisdiction of the federal and state courts situated in said state and the applicable service of process.

12.6 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. If prior written agreements between the parties exist with respect to the same subject matter, this Agreement supersedes those prior agreements, arrangements and undertakings between the parties for purposes of the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument and all of which, when taken together, shall be deemed to be an original instrument.

12.7 Severability; Waiver. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such an event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes originally intended under the invalid or unenforceable provision. Any deviation by either party from the terms and conditions in order to conform to applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either party to exercise any power or right given either party hereunder, or to insist upon strict compliance by either party with its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

12.8 Force Majeure. Neither party shall be liable for any failure to perform under this Agreement resulting from acts of God, civil or military unrest, acts of public enemy, war, riots, fire, explosions, earthquakes, floods, strikes, labor disputes, network or communication carrier disruptions or any other cause beyond the reasonable control of such party including, without limitation, the acts of third parties. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

12.9 Additional Customer Responsibilities. Upon completion of implementation, Customer agrees to work with the 3M alpha/beta and marketing teams to review and evaluate performance metrics. Customer agrees to being referenced as a 3M Alpha and/or 3M Beta in a 3M press release announcing the product and agrees to provide a brief quote for the press release about the Pre-Release Product experience (all press release copy that references the 3M Alpha and/or 3M Beta will be reviewed and approved by the Customer prior to release). Customer agrees to participate as a 3M reference Customer which includes various activities such as white papers, virtual panels, and hosting reference phone calls. With Customer approval, 3M may also request Customer site visits, or participation in speaking engagements at 3M events or industry tradeshows and conferences (3M will cover travel costs for Customer speaking engagements), or participation in interviews about the Pre-Release Product experience with healthcare industry media. 3M typically requests the management and/or the IT Lead to participate in reference activities.