

**H3D, INC.**  
**SUPPORT WEBSITE TERMS AND CONDITIONS**

BY CLICKING OR TAPPING ON LOG IN AND/OR BY ACCESSING OR USING THE SITE IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. If you do not agree to all of these Terms and Conditions (the “Terms”), you are not authorized to access or otherwise use the Site (as defined below).

1. *Definitions.* This site provides access to radiation imaging and detection softwares and electronic control softwares and firmwares (individually and collectively, the “Software”), along with manuals and documentation. It also may provide access to Software key generation, upload capabilities, user communications, and other capabilities (individually and collective, the “Services”). “Site” means this site which provides Software and Services. “Device” means the personal computers, mobile handsets, tablets, and/or other relevant devices.
2. *Application.* The Software provided on this Site are governed by the TERMS AND CONDITIONS OF SALE provided elsewhere. The TERMS AND CONDITIONS OF SALE can be obtained by contacting H3D at the following address: 4692 Erin Ct., Ann Arbor, MI 48105. The Terms as set forth herein shall constitute the entire agreement for use of the Site and Services. The Site is available only to users who have a valid and active User ID and Password.
3. *Laws and Regulations.* Access to and use of the Site (including the Software and Services) is subject to all applicable international, federal, state, provincial and local laws and regulations. You agree to abide by these laws and not use the Site (including the Software and Services) in any way that violates such laws or regulations.
4. *Registration and Password.* In order to access and use this Site, you must provide your assigned User ID and Password. You may be asked to change your Password from time to time. You agree to take any and all actions necessary to maintain the privacy of your User ID and Password, including, without limitation, safeguarding your User ID and Password in a private and secure place, adopting special precautions when accessing the Site from a computer that is available for use by other users and exiting from the Site at the end of each session. Do not share your User ID or Password. If another user wishes to access the Site, contact H3D for an additional account. In the event that you have reason to believe that a third party has access to your account, you should immediately change your Password and notify your security administrator and H3D.
5. *Security.* Data transmitted to and from the Site is encrypted for the user's protection. However, the security of information transmitted through the Internet can never be guaranteed. H3D is not responsible for any interception or interruption of any communications through the internet or for changes to or losses of data. H3D may

suspend your access to the Site, without notice, pending an investigation, if any breach of security is suspected.

6. *Offensive, Destructive, or Inappropriate Use.* You shall not exploit the Site or the Services in any way whatsoever, including but not limited to, by trespass or burdening network capacity. Doing so will result in H3D suspending or terminating your access to the Site.
7. *Access to Password Protected/Secure Areas.* Access to and use of Password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized access to such areas is prohibited and may result in H3D suspending or terminating your access to the Site.
8. *Termination.* This Site and/or access to the Software and Services may be discontinued, temporarily or permanently, by H3D at any time without notice to users. H3D shall not be liable for any suspension or discontinuance of the Site, the Software, or the Services.
9. *NO WARRANTIES.* H3D MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SITE (INCLUDING THE SERVICES). YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE (INCLUDING THE SERVICES) IS AT YOUR OWN RISK. THE SITE (INCLUDING THE SERVICES) IS PROVIDED SOLELY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. H3D MAKES, AND YOU RECEIVE, NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. H3D EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT. H3D DOES NOT WARRANT THAT THE OPERATION OF THE SITE (INCLUDING THE SERVICES) SHALL BE UNINTERRUPTED, FREE OF VIRUSES, WORMS, TROJAN HORSES OR ANY OTHER MALICIOUS CODE, ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT. H3D FURTHER DISCLAIMS ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SITE (INCLUDING THE SERVICES) WILL MEET YOUR NEEDS.
10. *LIMITATION OF LIABILITY.* TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL H3D BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSSES ARISING FROM THE USE OR THE INABILITY TO USE THE SITE (INCLUDING THE SERVICES), LOSSES ARISING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR LOSS OF INFORMATION, PROGRAMS OR OTHER DATA THAT RESULT FROM ACCESS TO, USE OF, OR INABILITY TO USE THE SITE (INCLUDING THE

SERVICES) OR DUE TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE INTERNET. THIS LIMITATION OF LIABILITY SHALL BE IN FULL FORCE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF H3D HAD PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. *Changes To Service And Terms.* H3D is not responsible for any technical inaccuracies or typographical errors that may be contained in these Terms. H3D reserves the right to changes these Terms in its sole discretion at any time. Any such changes to the Terms will become effective immediately upon being posted on the Site. You will be able to view the changed Terms by clicking or tapping on the link for Terms and Conditions and your continued use of the Site shall constitute acceptance of such changed terms. The Site and/or the Software and any Services may be modified, temporarily or permanently, by H3D at any time without notice to you. You agree that H3D shall not be liable to you or to any third party for any modification of the Site and/or the Software or the Services.
12. *Consent To Collect And Use Data.* You agree that H3D may collect and use technical data and related information, including but not limited to technical information about your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Software. H3D may use this information, to improve its products or to provide services or technologies to you. H3D may also collect your User ID, Password, name, email address, and other contact information for the purposes of performing upgrades, updates, bug fixes, or to send automated emails about the Software, among other reasons.
13. *Governing Law.* This Agreement shall be subject to and construed in conformity with the laws of the State of Michigan, United States of America. Any dispute arising between the parties shall be settled by arbitration under the rules of the American Arbitration Association in Washtenaw County, Michigan, U.S.A., before a single arbitrator selected under those rules. The arbitral language shall be English. The arbitral award may be enforced in any court having jurisdiction. Buyer acknowledges and agrees that, notwithstanding the foregoing, Seller may decide, in its total discretion, that a claim or action under this Agreement may be brought and will be subject to the relevant local law or local competent courts that may have jurisdiction over Buyer.