

# HID Critical Skills Assessment Tool Terms of Use

(v070725)

THE FOLLOWING TERMS AND CONDITIONS OF USE (THE "**TERMS**") APPLY TO THE ACCESS AND USE OF THE CRITICAL SKILLS ASSESSMENT TOOL PROVIDED TO YOU BY HID (THE "**TOOL**"). BY CLICKING THE BUTTON "I AGREE" OR ACKNOWLEDGING VIA A SIMILAR MECHANISM, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS, UNDERSTOOD THEM, AND CONSENT TO BE BOUND BY THEM. IF YOU DO NOT CLICK "I AGREE" OR ACKNOWLEDGE VIA A SIMILAR MECHANISM, YOU MAY NOT USE THE TOOL. THE EFFECTIVE DATE OF THESE TERMS IS THE DATE THAT YOU HAVE FIRST AGREED TO BE BOUND BY THESE TERMS.

## DEFINITIONS

The following capitalized terms will have the meanings assigned to them.

**Affiliates** means entities that is controlled by HID or that is under common control with HID, where "control" means the direct or indirect ownership of at least fifty percent (50%) of the shares or interests entitled to vote for the directors thereof or the equivalent, so long as such control exists.

**Confidential Information** means information intended by either party to be kept confidential.

**HID** means HID Global Corporation or its Affiliates.

**Personnel** means an individual who works under the supervision or control of HID.

**User** means the Personnel who has been granted access to the Tool by HID.

**User Material** means any text, information, data, content, comments, or other materials including, without limitation, any third-party content or materials, that are submitted or provided by a User to the Tool.

**You** or **Your** means you as a User.

## 1 LICENSES AND RESTRICTIONS

1.1 Subject to Your compliance with the Terms, HID grants to You, a limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to access and use the Tool for the limited purpose of conducting self-assessment of skills in connection with Your employment at HID.

1.2 To the extent the Tool provides You with the opportunity to submit any User Material, You will not submit any User Material that is, or would be considered: (i) infringing of any rights of HID or third parties; (ii) illegal; (iii) libelous; (iv) defamatory; (v) indecent; (vi) harmful; (vii) harassing; (viii) threatening; (ix) discriminatory; (x) abusive; (xi) offensive; or (xii) intended to promote or commit an illegal act. HID retains the right, but not the responsibility, to review, modify or delete any User Material, including without limitation any User Materials determined by HID in its sole discretion that would violate, or is likely to violate, the Terms. HID will have no liability for modifying, deleting, moving, or continuing to permit the display of any User Material in the Tool. HID may monitor any User Material to investigate any reported or alleged violation of the Terms, and may take any and all action that HID determines appropriate in its sole discretion. Notwithstanding what is stated in this Section, HID reserves the full right to modify or delete any User Material with or without reason and with or without notice.

1.3 You represent and warrant that at all times You are continually employed as a Personnel during Your access or use of the Tool. In the event that You are no longer a Personnel, You will immediately cease access or use of the Tool.

1.4 HID does not grant any license or right to You other than, or for any other purposes than, as explicitly set out in these Terms. You agree not to: (i) gain unauthorized access or use of the Tool through illegitimate or unlawful means including, without limitation, hacking; or (ii) act in a manner that exceeds the scope of the license grant in this Section 1 or in a manner otherwise not permitted by HID in its sole discretion.

## 2 OWNERSHIP

2.1 You agree that ownership and title to: (i) the Tool; (ii) Confidential Information; and (iii) any goodwill that may arise out of or in connection with the foregoing is and will remain with HID at all times.

2.2 You will neither represent or assert any ownership interest in, nor contest HID's ownership in the Tool, Confidential Information, or any goodwill arising out of or in connection with the foregoing.

2.3 By submitting or posting User Material to the Tool, You hereby irrevocably grant HID a nonexclusive, perpetual, royalty-free worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and exercise all copyright and publicity rights with respect to the User Material. If You do not wish to grant such license to HID, do not submit or post any User Material to the Tool.

## 3 FEEDBACK

To the extent You provide any communications to HID concerning, regarding or relating to the Tool, including, but not limited to, comments, questions or suggestions ("**Feedback**"), You hereby irrevocably assign to HID all ownership rights in such Feedback, including any intellectual property, privacy, and/or publicity rights in such communications. Moreover, to the extent the aforementioned ownership rights in the Feedback are not assigned or assignable, You

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agree to perpetually, irrevocably, and exclusively license and/or sublicense such rights to HID, and You further agree that HID may freely assign or further sublicense such rights.

## 4 SUPPORT

HID has no obligations under these Terms to provide any support or maintenance of the Tool but may do so in its sole discretion.

## 5 CHANGES TO THE TOOL

HID reserves the right at any time or for any reason to modify, change, update, or enhance the Tool in HID's sole and exclusive discretion.

## 6 THIRD-PARTY AND OPEN SOURCE

6.1 Your access or use of the Tool may require access or use of third-party software or services, including without limitation open-source software, that may be subject to additional terms. You agree to, and will continue to, abide by the additional terms of the respective third-party software or service. You agree that HID and its Affiliates will not be responsible or will have any liability for Your access or use of the third-party software or services in connection with the Tool including without limitation, any impairment to the functionality of Tool due to restrictions placed on Your access or use of the third-party software or services.

6.2 You will not upload or link any third-party or open-source code or software to the Tool in any way, shape, or form without the express prior, written approval of HID, which HID may withhold in its sole discretion. You agree that You will be liable to HID and its Affiliates for any and all damage, losses, costs, and/or expenses arising from or in connection with Your breach of this Section 6.

## 7 YOUR DUTIES AND WARRANTIES

### 7.1 Your Obligations to Manage Credentials

7.1.1 Access or use of the Tool, in whole or in part, may require You to log in with Your company credentials, use of single sign-on or other similar processes. You are responsible for managing Your authorized access to the Tool, including taking all necessary precautions to keep Your credentials secret and secure. You will not allow any unauthorized third party to use Your credentials, or otherwise provide such third party access to the Tool without the explicit written permission of HID.

7.1.2 If Your credentials are hacked or are used by a third party, You will immediately notify HID at [infosec@hidglobal.com](mailto:infosec@hidglobal.com), and follow given instructions to address the unauthorized access. You agree that HID will not be liable for any problems or claims that may result from Your failure to notify or to follow given instructions.

### 7.2 Compliance and responsibility

7.2.1 You must comply with all applicable regulatory requirements, including without limitation all applicable laws, regulations, and policies related to the access or use of the Tool.

7.2.2 You agree that You shall be solely responsible for: (i) Your User Material; (ii) any breach by You of Your obligations under these Terms; or (iii) any violation by You of any applicable law or regulation.

7.2.3 You will promptly report any compromise of security of or unauthorized access or use of the Tool.

## 8 SUSPENSION OR TERMINATION OF ACCESS OR USE

8.1 HID may terminate Your access to the Tool with immediate effect and disable Your access or use of the Tool with or without reason. HID is likely to terminate such access if: (a) You breach these Terms; (b) You infringe HID's or any of its Affiliates' intellectual property rights; or (c) You make any unauthorized use of the Tool.

8.2 HID may temporarily suspend Your access or use of the Tool with immediate effect and disable Your access to or use to the Tool for any reason. HID is likely to temporarily suspend such access if HID reasonably believes it necessary to maintain the security, quality, or integrity of the Tool or to prevent misuse.

## 9 DISCLAIMER OF WARRANTY

THE TOOL IS PROVIDED AS IS. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE, ARE DISCLAIMED. HID DOES NOT WARRANT THAT YOUR ACCESS OR USE OF THE TOOL WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. YOU BEAR THE RISK AND AGREE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR OTHER DEVICE, INCLUDING BUT NOT LIMITED TO YOUR COMPUTER SYSTEMS AND DEVICES, OR LOSS OF DATA

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THAT RESULTS FROM USE OF THE TOOL. NO ADVICE OR OTHER INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HID SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

To the extent the foregoing disclaimer is not permitted by applicable law, any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration and scope to the warranty required by applicable law.

### 10 INDEMNITY FROM YOU

You will defend, indemnify, and hold harmless HID and its Affiliates, officers, directors, third-party service providers, and employees from all claims, actions, and/or proceedings, including any losses, liabilities, damages, costs and expenses (including without limitation attorney's fees and court costs) arising from, in connection with, or related to: (i) Your breach of these Terms; (ii) Your access or use of the Tool; and (iii) Your User Material.

### 11 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HID OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOST BUSINESS, LOST SAVINGS, AND LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE TOOL OR THE TERMS, WHETHER FOR BREACH OF CONTRACT OR IN TORT, EVEN IF HID OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations and exclusions apply even if a limited or exclusive remedy fails of its essential purpose and will apply to the extent permitted by applicable law in Your jurisdiction. If applicable law limits the application of the provisions of this Section, HID's liability will be limited to the maximum extent permissible.

### 12 GOVERNING LAW, VENUE

12.1 These Terms shall be exclusively governed by the laws of the State of Texas, USA, in each case without regard to its choice of law provisions. The United Nations Convention for the International Sale of Goods 1980 (CISG) shall in no event apply to these Terms.

12.2 Any action, suit or proceeding relating to these Terms shall be exclusively brought in the appropriate federal or state courts located in Travis County, Texas, USA; and each party hereby irrevocably consents to such jurisdiction.

### 13 MISCELLANEOUS

13.1 **Injunctive relief.** You agree that, notwithstanding any other provision of these Terms, Your breach of the provisions of these Terms may cause HID irreparable damage for which recovery of monetary damages would be inadequate, and that HID shall therefore be entitled to seek injunctive relief to protect HID's rights under these Terms in addition to any and all remedies available at law.

13.2 **Assignment.** You may not assign or otherwise transfer any of Your rights or obligations under these Terms without the prior written consent of HID, which HID may withhold in its sole discretion. Any attempted assignment or transfer by You in contravention of this provision shall be null and void.

13.3 **Severability.** If any provision of these Terms shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions shall remain in full force and effect.

13.4 **Waiver.** No term or provision hereof shall be deemed waived, and no breach consented to or excused, unless such waiver, consent, or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

13.5 **Entire Agreement.** These Terms are the parties' entire agreement relating to its subject matter. These Terms supersede all prior or contemporaneous oral or written agreements, communications, proposals, conditions, representations, and warranties, and prevail over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter, including other licenses contained within the Tool. No modification to these Terms will be binding, unless in writing and signed by an authorized representative of HID.

13.6 **Notices.** Any notice provided under these Terms by You must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first-class mail, return receipt requested, to HID Global Corporation, Attention: Legal Department, 611 Center Ridge Drive, Austin, TX 78753, USA, or such other address as provided by HID via notice. Any notice provided by HID under these Terms may be furnished via post, email, fax or by publication on the Tool.

13.7 **Headers.** The headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.