

# AEEC Innovation Lab - Terms Of Use



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1. Use. The INNOVATION LAB Environment is made available to you for use solely in connection with the advancement or development of new technologies for the Company. Your use of the INNOVATION LAB Environment is permitted for the following initial period: [\_\_\_\_\_]. You are responsible to keep confidential and secure the user password assigned to you for access. You may not permit any other person to access the INNOVATION LAB Environment through your password or otherwise. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password or is otherwise using the INNOVATION LAB Environment without proper approvals. You understand that your access to and use of the INNOVATION LAB Environment is a privilege and the Company reserves the right to suspend or terminate your access to the INNOVATION LAB Environment in its sole discretion.
2. Rules. While using the INNOVATION LAB Environment, you may not: download software, software tools, data, content, or other intellectual property from the INNOVATION LAB Environment; upload, install, or otherwise distribute through the INNOVATION LAB Environment software, software tools, data or other content unless such has been pre-approved by the INNOVATION LAB Environment Manager; post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the INNOVATION LAB Environment in a manner which is contrary to law, a violation of third party rights including, without limitation, copyright, rights to publicity and privacy, or would serve to restrict or inhibit any other user from using or enjoying the INNOVATION LAB Environment; post transmit or otherwise distribute any software, software tools, data, content, or other intellectual property which contains any virus, cancelbot, trojan horse, worm or other harmful or disruptive component; use the INNOVATION LAB Environment for any illegal or illicit activities, or use the INNOVATION LAB Environment to transmit any threatening or obscene materials, or any defamatory, libelous, or other actionable content or statements. Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited. Use of INNOVATION LAB Environment for commercial, political or other non-Company related purposes is prohibited.
3. Monitoring. AEEC, LLC Innovation Lab has the right to monitor the INNOVATION LAB Environment and your use of such; you understand that there is no right of privacy with respect to any uses made thereof by you. Additionally, the Company may disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the INNOVATION LAB Environment properly, to enforce these Terms, to protect itself or its other users, or it otherwise deems appropriate for its business purposes. AEEC, LLC Innovation Lab reserves the right to refuse to post or to remove any

software, software tools, data, information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms.

4. Buying over the Internet. No purchases or other transactions are permitted through the INNOVATION LAB Environment, including, without limitation, using the INNOVATION LAB Environment to access the Internet for such purchases or other transaction. AEEC, LLC Innovation Lab is in no way responsible for any charges you or any user of your account incurs when making purchases or other transactions in this manner.
5. Limitation of Liability. **The INNOVATION LAB Environment is made available on an AS IS, WHERE IS basis.** The Company makes no warranties of availability, accuracy or validity of any claims or statements contained in the documents and related graphics on the INNOVATION LAB Environment, or the suitability of any of the information contained in software programs, documents and related graphics on the INNOVATION LAB Environment for any purpose. **In no event shall AEEC, LLC Innovation Lab be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available through or while using the INNOVATION LAB Environment.**
6. Recourse. If you are dissatisfied with the INNOVATION LAB Environment or with any terms, conditions, rules, policies, guidelines, or practices of the Company in operating the INNOVATION LAB Environment, your sole and exclusive remedy is to discontinue using the INNOVATION LAB Environment.
7. Confidential Information. You authorize AEEC, LLC Innovation Lab to collect and to retain all relevant information relating to your use of the INNOVATION LAB Environment, and you hereby authorize any party to provide us with such information. You further authorize AEEC, LLC Innovation Lab to disclose, to any party with whom AEEC, LLC Innovation Lab has business relations all relevant information relating to your use of and developments with the INNOVATION LAB Environment. You acknowledge and agree that the INNOVATION LAB Environment and all data, content and other materials relating thereto are confidential information of the Company. You will not disclose and such information concerning the INNOVATION LAB Environment to any third party without the prior written approval of the Company.
8. Indemnity. You agree to indemnify and hold AEEC, LLC Innovation Lab and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of these Terms by you or users of your account.
9. Intellectual Property and Trademarks. The INNOVATION LAB Environment and all information and all intellectual property rights therein, are the property of the Company and its licensors, which constitute valuable proprietary information and trade secrets. All rights not expressly granted to you hereunder are hereby reserved by the Company. You agree to make no claim of interest in or ownership of any such intellectual property rights. You acknowledge that no title to all or any portion of the INNOVATION LAB Environment is transferred to you, and that you do not obtain any rights, express or implied, other than the non-exclusive access rights expressly granted in this Agreement. Any names, logos and icons identifying AEEC, LLC INNOVATION LAB products, solutions and services referenced herein or developed in the future are trademarks owned and for restricted use by the Company.

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10. Intellectual Property Ownership Developed Using The INNOVATION LAB Environment. You agree to promptly make full written disclosure to AEEC, LLC of any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which may be conceived or develop or reduced to practice or cause to be conceived or developed or reduced to practice through the use of the INNOVATION LAB (“Work Product”). You hereby assign to the Company ownership of all intellectual property rights in such Work Product. You further agree to execute and deliver such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the Company may reasonably request as being necessary or advisable to effect or evidence the Company’s ownership rights in the Work Product.
11. Miscellaneous. This Agreement, including any and all documents referenced herein, constitute the entire agreement between AEEC, LLC INNOVATION LAB and you pertaining to the subject matter hereof. AEEC, LLC INNOVATION LAB’s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement be determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

No employee, officer, or agent of the Company has any power to bind the Company to any guarantee, representation or warranty not included in these Terms.

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User Name, Signature & Date

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Innovation Lab Manager, Signature & Date