

WEBSITE TERMS OF USE

STAGE 2 INNOVATIONS LLC (“STAGE 2”) WELCOMES YOU TO THEIR WEBSITE (the “SITE”). THIS SITE AND THE MATERIALS CONTAINED IN AND ON IT (“CONTENTS”) ARE PROVIDED BY STAGE 2 FOR INFORMATIONAL AND RESEARCH PURPOSES ONLY. WE ASK THAT YOU READ THE FOLLOWING TERMS OF USE, WHICH CONSTITUTE AN AGREEMENT THAT GOVERNS YOUR USE OF THIS SITE AND ANY TRANSACTIONS THAT YOU ENGAGE IN THROUGH THIS SITE (“AGREEMENT”). BY ACCESSING, VIEWING, POSTING, OR DOWNLOADING MATERIALS OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THIS SITE.

I. PRIVACY POLICY.

Any information that you provide of a confidential personal nature or otherwise will be handled in accordance with the following Privacy Policy (“Policy”). Your use of the Site is contingent and predicated upon your acceptance of the terms of this Policy. If you do not accept the terms of this Policy, you may not use the Site.

a. INFORMATION COLLECTION AND USE

You understand and agree that Stage 2 may collect, maintain, and process information provided by you, on and through the Site. If you elect to contribute information, you represent that it is accurate, current, non-misleading, and consistent and relevant for the purpose for which such information is provided.

You may visit areas of the Site without disclosing any personal information about them. However, you will have the opportunity to send information to us and to request to receive information from us, in which case an e-mail, address or other information may be required in order to allow us to comply with the request, and for other purposes as may be disclosed at the time the request is made. You may elect to opt-out from receiving materials from us by following the instructions, below or as set forth in the communication sent from us.

In order to enroll for the services offered, we require you to provide certain contact and other information (“Information”). We may also use the Information to communicate with you regarding available features and other activities relating to the Site and the services. Instructions on how to request no future communications from us or to prohibit our sharing such Information with unaffiliated third parties, are set forth below.

We do not knowingly solicit or collect data from children, and we do not knowingly market to children online without express parental consent or notification. If you are an individual who is under 18 years of age, you may not provide any personally identifiable information (for example, your last name, home address or e-mail address) on this Site. While we cannot take any special action to learn your age, if we learn that you are under 18 years of age, we will not maintain or use any personally identifiable information about you without the verifiable consent of your parent or guardian. If you are under the age of 13, you

are explicitly not authorized to use this Site. If you believe your child has provided personally identifiable information to us, please contact us so we can allow you the opportunity to review and delete such information

We may record and collect information about how you use the Site. This data may include a your domain name, language, type of browser and operating system, Internet Service Provider, Internet protocol address, the web site from which they arrived at the Site, and the amount of time spent on the Site (collectively, "Usage Data"). We will monitor and use Usage Data to measure the Site's performance and activity and improve the Site's design and functionality.

As with many state-of-the-art Internet sites, we may use "cookies" to, among other things, enhance the functionality of the Site and to make transactions and other activities through the Site more convenient and efficient for visitors. A "cookie" is a file stored locally on a user's computer. Most Internet browsers include preference settings that allow users to be notified and control whether cookies are transferred to their computers.

b. ***WHEN AND WITH WHOM WE MAY SHARE YOUR INFORMATION***

We may share your personal information with companies acting as our authorized agents in providing our service (e.g., credit card processing, customer/support services, background checks) to you, all of which agree to use it only for such specified purposes. Each vendor must agree to implement and maintain reasonable security procedures and practices appropriate to the nature of your information in order to protect your personal information from unauthorized access, destruction, use, modification or disclosure.

In the event that Stage 2 is merged, or in the event of a transfer of our assets, Site or operations, Stage 2 may disclose or transfer your personal information in connection with such transaction. In the event of such a transfer, Stage 2 will notify you via email or by posting a prominent notice on our Site for 30 days of any such change in ownership of Stage 2 resulting in a change of control of your personal information.

We will also disclose your personal information when required to do so by law, for example, in response to a court order or a subpoena or other legal obligation, in response to a law enforcement agency's request, or in special cases when we have reason to believe that disclosing your personal information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (whether intentionally or unintentionally) our rights or property.

By providing any personal information to us, you fully understand and unambiguously consent to the transfer of such personal information to, and the collection and processing of such personal information in the United States and other countries or territories. Your personal information will be stored and processed on our computers in the United States. The laws on holding personal information in the United States may vary and be less stringent than laws of your state or country. We will use commercially reasonable efforts to hold and transmit your personal information in a safe, confidential and secure environment. If you object to your personal information being transferred or used in this manner please do not register with or use the Site.

c. ***OPT-OUT CHOICES***

To “opt-out” of (1) any consents previously given to us, (2) receiving communications from us, or (3) having personal information disclosed to third parties, send an e-mail to info@stage2innovations.com with “Unsubscribe” or “Do Not Share” in the subject line. Notwithstanding this right to request to cease receiving communications from us and to have us not share personal information with third parties, we retain the right to collect, maintain and process information provided by and collected about you on and through the Site, and disclose such information to comply with its reasonable business and legal obligations.

d. ***ACCESS TO PERSONAL INFORMATION***

To the extent that you may provide personal information to us on or through the Site, we will allow reasonable access to, and review of, such information, where such information is readily available, upon proper verification and authentication of the person (author) seeking such access and review. Requests for revisions to personal information may be made to us through the above listed email address. After receipt of verification, we will change or delete your personal information at your request.

e. ***DISCLOSURE PURSUANT TO LAW***

We may make information concerning the Site, and the uses thereof, available to law enforcement personnel and agencies when requested to do so or as required by law. We may also disclose such information upon a good faith belief that we are required to do so, in order to protect property or persons or in furtherance to an investigation regarding a breach of the Site’s policies.

f. ***CONSENT TO PROCESSING***

By using or providing information to the Site, you understand and unambiguously consent to the collection, processing and use of such information in the United States and other countries and territories for the purposes set forth in this Policy.

g. ***SERVICES PROVIDERS***

We may utilize the services of unaffiliated service providers to provide or perform certain services and functions on the Site. For example, we may use a Site tracking evaluation firm to analyze use of the Site. We will make information concerning use of the Site available to these service providers, as necessary to perform these functions. Any access to such information will be limited to the purpose for which such information was provided to the service provider.

h. ***SECURITY***

We take seriously the security of information related to the use of the Site and we have implemented systems and procedures intended to reduce the risk of unauthorized

access to such information. However, due to the nature of the Internet, we cannot and do not guarantee that communications with the Site will be free from unauthorized access.

II. USE OF SITES

Subject to the terms and conditions of this Agreement (“Terms and Conditions”), Stage 2 grants you a non-exclusive, non-transferable, limited license to access, display, and use this Site and its Contents only in the manner provided in this Section II. The Site exists to provide users with information about its organization and research and to permit users to submit their own invention ideas, work history, interest, or comments. The information posted on the Site by Stage 2 and users to the Site are intended to foster research among individuals. The Contents of the Site are for your personal, informational, and non-commercial purposes only. You shall comply with all copyright laws worldwide in the use of this Site and prevent unauthorized copying of the Contents. Any content posted by Stage 2, may be modified, revised, altered, or otherwise changed without notice by any other user or by Stage 2 and no credit to the author or creator of such information is required.

III. PROHIBITED USE OF THE SITE

Any use of this Site other than that stated in Section II is prohibited. Furthermore, you shall not use any features of this Site that permit communications to post, transmit, display, or otherwise communicate: (i) any defamatory, threatening, obscene, harassing, or otherwise unlawful information; (ii) any advertisement, solicitation, spam, chain letter, or other similar type information; (iii) any encouragement of illegal activity; (iv) unauthorized use or disclosure of private, personally identifiable information, or proprietary information of others; or (v) any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

IV. SITE CONTENTS AND OWNERSHIP

The information contained on this Site, including all images, designs, photographs, writings, graphs, data, and other materials (“Materials”), as well as the collection, arrangement, and assembly of the Materials, are the property of Stage 2 and is protected by international and United States copyrights, trademarks, trade secrets, and/or other proprietary rights. Except as provided in this Agreement, Stage 2 does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information. In accordance with Section VII of this Agreement, as part of the use of this Site, you agree not to bring any claim against Stage 2, its affiliates, officers, directors, employees, agents, sponsors, third party content providers or licensors or the like for any claim of intellectual property infringement.

V. HYPERLINKING/LINKED SITES

This Site may provide a link to other websites by allowing you to leave this Site to access third-party material or by bringing the third-party material into this Site via “inverse” hyperlinks and framing technology (collectively, “Linked Sites”). Stage 2 has no discretion to alter, update, or control the content on a Linked Site. The fact that Stage 2 has provided a link to a website is not an endorsement, authorization, sponsorship, or affiliation with respect to such website, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on

the Internet, and Stage 2 urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site. Access to any other Internet sites linked to this Site is at your own risk. Stage 2 reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to this Site. You should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on this Site. Stage 2 is not responsible for such provisions and expressly disclaims any and all liability related to such provisions.

VI. DISCLAIMER OF WARRANTY

You expressly agree that use of the Site is at your sole risk. Neither Stage 2, nor its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, sponsors, or licensors (collectively, "Providers"), or the like, warrant that this Site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Site, or as to the accuracy, completeness, reliability, or security of the Materials. THIS SITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. STAGE 2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR TO THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS SITE. STAGE 2 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR YOUR USE OF THIS SITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. You, and on behalf of your agents, attorneys, employees, predecessors-in-interest, successors-in-interest, partners, associates, members, officers, directors, affiliates, subsidiaries, associations, shareholders, trusts, trustees, heirs, executors, assigns, and transferees, hereby fully release, discharge, waive, and absolutely forgive Stage 2, and each of its respective agents, attorneys, employees, predecessors-in-interest, successors-in-interest, partners, associates, members, officers, directors, affiliates, subsidiaries, associations, shareholders, trusts, trustees, heirs, executors, assigns, and transferees, from any and all lawsuits, demands, controversies, disputes, actions, causes of action, rights to accountings, fees, invoices, billings, proceedings, obligations, debts, liabilities, costs, disbursements, expenses, attorneys' fees, damages and other claims of whatever character, nature and kind, in law or in equity, past, present or future, known or unknown, joint or several, suspected or unsuspected, arising from or relating to your use of the Site and/or any works obtained therefrom (collectively, "Claims"). You covenant not to sue with respect to any Claim subject to the foregoing release, discharge or waiver.

VII. LIMITATION OF LIABILITIES

IN NO EVENT SHALL STAGE 2 OR ANY OF ITS SUBSIDIARIES, PROVIDERS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, USE, PROFITS, OR OPPORTUNITY, AND THE COSTS OF SUBSTITUTE SERVICE OR DAMAGES RESULTING FROM A THIRD PARTY'S UNAUTHORIZED USE) THAT ARE IN ANY WAY RELATED TO THE USE OR THEIR ABILITY TO USE, THE CONTENT,

MATERIALS, AND FUNCTIONS OF THIS SITE OR ANY LINKED OR LINKING WEBSITE, EVEN IF STAGE 2 IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO CLAIMS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), LIABILITY, OR ANY OTHER LEGAL THEORY. SOME JURISDICTIONS DO NOT ALLOW LIMITING LIABILITY FOR CERTAIN DAMAGES. IN SUCH JURISDICTIONS, HAN'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

VIII. INDEMNIFICATION

Each time you post or upload User Content (as defined below), you confirm your acceptance of and agreement to be bound by these Terms and Conditions. You shall, and hereby do, indemnify, defend, and hold harmless Stage 2, its affiliates, agents, employees, sponsors, and licensors from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to your User Content, use of the Site, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right. This includes, but is not limited to, defense and indemnification of Stage 2 for any unlawful or unpermitted uploading of any information by a user. This indemnification shall survive any termination or suspension of your use of this Site.

IX. SUBMISSIONS

All information, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever (collectively, "User Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such User Content originated. This means that you, and not Stage 2, are entirely responsible for all User Content that you upload, post, e-mail, or otherwise transmit via this Site. You shall not transmit User Content or otherwise conduct or participate in activities on the Site which are prohibited by law in applicable jurisdictions. You hereby waive all copyright, moral rights, and any other right to any User Content which you submit, and shall, and hereby do, grant to Stage 2 and any other user, a fully paid-up, royalty-free, perpetual, irrevocable, non-exclusive right and license (with the right to sublicense through multiple tiers) to use, reproduce, copy, modify, publish, adapt, host, cache, index, archive, store, create derivative works from, translate, perform, display, and distribute such User Content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media or technology now known or herein after developed without accounting, notification, credit, or other obligation to you. Stage 2 does not control User Content. Stage 2 has the right but not the obligation to monitor submissions by users and reserves the right to modify, move, or remove any content at any time and for any reason in its sole discretion. You grant Stage 2 and other users of this Site the right to use any material, information, ideas, concepts, know-how, or techniques contained in any User Content you provide or otherwise submit to Stage 2 for any purpose whatsoever, including but not limited to, educational purposes and developing and marketing commercial products (if any as Stage 2 deems fit in its sole discretion) using such information. You will not be entitled to any compensation for any of the rights you grant in and to User Content or in this paragraph. You authorize Stage 2 to use your name, likeness, and any other information in connection with use of the User Content you provide. You agree that Stage 2 may use or disclose information about you or your use of this Site, including User Content, to comply with laws and requests by governmental or regulatory agencies, to protect and/or defend Stage 2' rights or property, or to protect the safety of Stage 2, Stage 2' employees, agents, sponsors, membership, or the public.

X. TERM AND TERMINATION

Stage 2 reserves the right to seek all remedies available at law and in equity for any violation of this Agreement, including the right to immediately discontinue, suspend, terminate, or block your or any other user's access to this Site at any time in Stage 2's sole discretion. Sections VI–XVI shall survive the termination of this Agreement.

XI. NO AGENCY OR THIRD PARTY BENEFICIARY

You agree that no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship exists as a result of this Agreement or use of the Site. You acknowledge that you, nor any other user, have no authority or power to bind Stage 2. In no event shall Stage 2 be liable for any representation, act, or omission made by you. The parties further agree that nothing in this Agreement is intended, or shall be construed, as creating any rights in third parties.

XII. CONTROLLING LAW, JURISDICTION AND INTERNATIONAL USERS

This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan without reference to its conflicts of laws provisions. Stage 2 makes no representation that the materials are appropriate or available for use outside the United States. If you access this Site from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this Site. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within Oakland County, Michigan for any disputes with Stage 2 arising out of this Agreement, User Content, or your use of this Site.

XIII. ENTIRE AGREEMENT, SEVERABILITY, AND WAIVER

This Agreement constitutes the entire agreement between Stage 2 and you with respect to this Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Stage 2 with respect to this Site. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any failure by Stage 2 to enforce any provision of these Terms and Conditions shall not constitute a waiver of any rights under such provision or any other provision of these Terms and Conditions.

XIV. MODIFICATIONS TO AGREEMENT

Stage 2 may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective upon the date they are first posted to this Site. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. Stage 2 does not and will not assume any obligation to notify you of changes to this Agreement.

XV. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this Site, including but not limited to any consent you give to receive communications from Stage 2 solely through electronic transmission. You agree that, when in the future you click on an “I agree,” “I consent” or other similarly worded “button” or entry field on this Site, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

XVI. VIOLATION OF TERMS AND CONDITIONS

Any use of this Site in violation of the foregoing violates these Terms and Conditions and may result, among other actions, in termination or suspension of your rights to use the Site. Any decision as to whether User Content violates these Terms and Conditions or Stage 2’ posting rules will be made in Stage 2’ sole discretion.