Designating Personnel as Authorized Users

Effective starting: January 01, 2024

This is a supplement to the End User Agreement (the "Agreement") and is included in the Agreement. Any capitalized terms used but not defined below have the meanings in the Agreement. The purpose of this supplement is to allow your personnel to be Authorized Users, subject to the terms below.

- 1. If you designate any of your personnel as Authorized Users, you will be responsible for their use of the Plug-ins or Cloud Services as you would be for any other Authorized User. Accordingly, you must enter into valid, binding agreements with your personnel that require them to comply with the applicable terms of the Agreement (including this supplement), including any conditions or restrictions with respect to use of, or access to, the Plug-ins or Cloud Services.
- 2. For the avoidance of doubt, allowing your personnel to be Authorized Users does not mean that you may distribute, resell, or OEM any Plug-ins or Cloud Services, or make the products available to your personnel on a standalone basis. Rather, it means only that your personnel may access your instance of the Plug-ins or Cloud Services in order to support their use of your own products and services that are unrelated to the Plug-ins or Cloud Services ("**Your Products**").
- 3. Examples include:
- 3.1 Your customer accessing your collaboration instance to view personnel-facing knowledge base articles or technical documentation about Your Products that you have posted in your collaboration instance;
- 3.2 You using your collaboration instance as a customer-facing extranet for discussions, project updates, and centralized knowledge-sharing source about Your Products;
- 3.3 Your personnel accessing your BTSValidation instance to provide you with customer feedback on the development of Your Products; and

- 3.4 You using your BTSValidation Feedback instance as a customer-facing helpdesk or support system, and allowing personnel to access your BTSValidation instance to open support tickets.
- 4. You may not charge your personnel for any use of the Plug-ins or Cloud Service itself but may charge your personnel as part of an overall program that includes access to your instance of the Plug-ins or Cloud Service. An example would be charging your personnel for Your Product, where Your Product is a paid support offering that includes, as a minor component, access to the support forum which you provide using your Collaboration instance.
- 5. As an Authorized User, your personnel may interact with the Plug-ins or Cloud Service but may not receive any administrator, configuration or similar access to the Product unless approved by you. For example, your personnel may post comments in a BTSValidation issue, but you may not permit any of your personnel to administer project and global site level configurations unless approved by you.
- 6. BTS will not have any direct or indirect liability or obligation to any of your personnel. For the avoidance of doubt, your personnel are not parties to, or third-party beneficiaries under, the Agreement.
- 7. You will defend, indemnify and hold harmless BTS from and against any loss, cost, liability or damage, including attorneys' fees, for which BTS becomes liable arising from or relating to any claim brought against us by your personnel arising out of their use of the Plug-ins or Cloud Services through you.