

VisionAery LLC

Software End User License Agreement — Axis ACAP Edition

Effective Date: September 23, 2026 · Version: 3.1 (Axis ACAP Edition)

Applies to the VisionAery LLD application for Axis network cameras, delivered as an AXIS Camera Application Platform (ACAP) package

IMPORTANT — READ CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACTIVATING, OR USING THIS SOFTWARE

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING CONTRACT BETWEEN YOU OR THE LEGAL ENTITY YOU REPRESENT ("CUSTOMER") AND VISIONAERY LLC, A COLORADO LIMITED LIABILITY COMPANY ("VisionAery," "LICENSOR," OR "COMPANY"). THIS AGREEMENT GOVERNS CUSTOMER'S INSTALLATION, ACTIVATION, ACCESS, AND USE OF THE VisionAery LLD LIQUID LEAK DETECTION APPLICATION FOR AXIS NETWORK CAMERAS, DELIVERED AS AN AXIS CAMERA APPLICATION PLATFORM ("ACAP") PACKAGE THAT RUNS ON THE CAMERA ITSELF, AND ALL RELATED MACHINE LEARNING MODELS, DOCUMENTATION, AND UPDATES (COLLECTIVELY, THE "LICENSED SOFTWARE").

BY CLICKING "ACCEPT AND CONTINUE" OR AN EQUIVALENT ACCEPTANCE CONTROL IN THE LICENSED SOFTWARE'S WEB INTERFACE, OR BY DOWNLOADING, INSTALLING, ACTIVATING, ENTERING AN AXIS LICENSE KEY FOR, OR OTHERWISE ACCESSING OR USING THE LICENSED SOFTWARE, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL TERMS, CUSTOMER MUST NOT INSTALL, ACCESS, OR USE THE LICENSED SOFTWARE AND MUST PROMPTLY DESTROY ALL COPIES IN ITS POSSESSION.

IF THE LICENSED SOFTWARE IS OBTAINED WITHOUT A PRODUCT ORDER — INCLUDING BY EVALUATION, PROOF-OF-CONCEPT, RESELLER, DISTRIBUTOR, OR INTEGRATOR DELIVERY, AN AXIS OR THIRD-PARTY APPLICATION LISTING OR MARKETPLACE, DIRECT DOWNLOAD, DEPLOYMENT THROUGH AXIS DEVICE MANAGER OR ANOTHER DEPLOYMENT TOOL, PRE-INSTALLATION ON A CAMERA, OR DIRECT UPLOAD TO A CAMERA — CUSTOMER'S INSTALLATION, ACTIVATION, ACCESS, OR USE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

THE LICENSED SOFTWARE IS PROTECTED BY UNITED STATES AND INTERNATIONAL COPYRIGHT, TRADE SECRET, AND ANTI-CIRCUMVENTION LAWS. UNAUTHORIZED COPYING, DISTRIBUTION, REVERSE ENGINEERING, MODEL EXTRACTION, LICENSE CIRCUMVENTION, OR USE BEYOND THE LICENSED SCOPE IS A MATERIAL BREACH OF THIS AGREEMENT AND MAY CONSTITUTE CIVIL INFRINGEMENT AND A FEDERAL CRIME. SECTION 11 DESCRIBES THE CONSEQUENCES, INCLUDING LIQUIDATED UNLICENSED USE FEES, FORFEITURE OF ALL LICENSES, RECOVERY OF VisionAery's ATTORNEYS' FEES AND INVESTIGATION COSTS, INJUNCTIVE RELIEF, PERSONAL LIABILITY OF THE INDIVIDUALS INVOLVED, AND REFERRAL TO LAW ENFORCEMENT. A SUMMARY OF APPLICABLE STATUTORY PENALTIES IS PROVIDED FOR INFORMATION IN EXHIBIT A.

THE LICENSED SOFTWARE IS LICENSED PER CAMERA THROUGH THE AXIS LICENSE KEY SYSTEM. ITS LICENSING CONTROLS BIND EACH LICENSE TO A SPECIFIC CAMERA, ENFORCE EXPIRATION LOCALLY, AND AUTOMATICALLY STOP DETECTION WHEN A LICENSE IS INVALID, AS DESCRIBED IN SECTION 6.

THIS AGREEMENT CONTAINS IMPORTANT RESTRICTIONS, WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, EXPORT COMPLIANCE OBLIGATIONS, INDEMNIFICATION

PROVISIONS, A JURY TRIAL WAIVER, A CLASS ACTION WAIVER, AND FEE-SHIFTING PROVISIONS THAT MATERIALLY AFFECT CUSTOMER'S LEGAL RIGHTS.

THIS AGREEMENT SUPERSEDES ANY CONFLICTING OR ADDITIONAL TERMS IN ANY CUSTOMER PURCHASE ORDER, PROCUREMENT TERMS, VENDOR PORTAL, OR OTHER CUSTOMER-ISSUED DOCUMENT UNLESS EXPRESSLY AGREED IN A WRITING SIGNED BY AN AUTHORIZED OFFICER OF VisionAery. THE LICENSED SOFTWARE IS LICENSED, NOT SOLD. NO OWNERSHIP OF THE LICENSED SOFTWARE OR ANY INTELLECTUAL PROPERTY RIGHT IN IT IS TRANSFERRED TO CUSTOMER.

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below.

"Acceptance Record" means any record of Customer's or an individual's acceptance of this Agreement, including the record that the Licensed Software's web interface stores in the accepting operator's browser upon click-through acceptance (identifying the version of this Agreement accepted, the date and time of acceptance, and the version of the Licensed Software), and any log, screenshot, or other record of that acceptance retained by Customer, an Integrator, or VisionAery.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests of the entity.

"Agreement" means this End User License Agreement, including all Product Orders and the Data Processing Addendum incorporated by reference. Exhibit A (Notice of Legal Consequences) is a summary provided for convenience; it does not create or enlarge any obligation, and in the event of conflict the body of this Agreement controls.

"Axis" means Axis Communications AB and its affiliates. **"ACAP"** means the AXIS Camera Application Platform, the Axis framework through which third-party applications are installed on and run by Axis devices. **"AXIS OS"** means the Axis device operating system and firmware on which the Licensed Software runs. Axis is not a party to this Agreement and makes no warranty or commitment with respect to the Licensed Software.

"Authorized Hardware" means the specific Axis camera(s), identified by serial number or device ID, that are identified in the applicable Product Order or for which a valid Entitlement has been issued, on which the Licensed Software is licensed to operate.

"Authorized User" means an employee or individual contractor of Customer who is bound by written confidentiality obligations at least as protective as this Agreement and who accesses the Licensed Software solely on Customer's behalf and within the scope of the License.

"Automated Decision-Making Technology" or **"ADMT"** means any technology that processes Personal Data through automated processing to make, or to be a substantial factor in making, a Consequential Decision, as those terms are used in applicable Colorado law governing artificial intelligence.

"Beta Features" means any functionality, module, or feature designated by VisionAery as "beta," "preview," "experimental," or "early access."

"Biometric Identifier" means data generated by automatic measurement of an individual's biological or physical characteristics — including a face template, faceprint, retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry — that is used or intended to be used to identify a specific individual. **"Biometric Data"** means a Biometric Identifier and any data based on a Biometric Identifier that identifies a specific individual.

"Camera Stream" means the live video of one (1) physical Axis camera as processed by the instance of the Licensed Software installed on that camera, including all view areas, PTZ preset positions, and image sources of that camera.

"Competitor" means any person or entity that develops, markets, or sells computer-vision, video-analytics, leak-detection, fire or smoke detection, flare-monitoring, or industrial-safety analytics products or services that compete with the Licensed Software. A Customer that uses the Licensed Software solely for its own industrial operations is not a Competitor by reason of having an internal analytics or data-science function.

"Confidential Information" means all non-public technical, commercial, financial, operational, and other information disclosed by one party to the other in connection with this Agreement that is marked confidential or that, given its nature and the circumstances of disclosure, should reasonably be understood to be confidential. The Licensed Software, Model Assets, Licensing Controls, Documentation, and pricing are VisionAery's Confidential Information whether or not marked.

"Consequential Decision" means a decision that has a material legal or similarly significant effect on a consumer's access to or the cost or terms of employment, housing, insurance, healthcare, financial or lending services, essential government services, legal services, or education, as defined under applicable law.

"Customer" means the legal entity or individual that has purchased, licensed, or is using the Licensed Software under this Agreement, together with its Authorized Users, and includes any Integrator with respect to the acts described in Section 2.5.

"Customer Data" means video feeds, camera streams, telemetry, alarms, operational data, and other data generated by or on behalf of Customer through use of the Licensed Software, excluding Usage Data and Model Assets.

"Data Protection Laws" means all privacy, data-protection, surveillance, and biometric-privacy laws applicable to a party's processing under this Agreement, including the Colorado Privacy Act, C.R.S. § 6-1-1301 et seq. (as amended, including by HB 24-1130), the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., the Texas Capture or Use of Biometric Identifier Act, and the Washington biometric-privacy statute, in each case as applicable.

"Documentation" means all user guides, deployment guides, installation manuals, technical specifications, support terms, and related materials provided by VisionAery in connection with the Licensed Software, as updated from time to time.

"DPA" means the Data Processing Addendum referenced in Section 19B, in VisionAery's then-current form or as executed in a Product Order.

"Edge Device" means an Axis network camera or other Axis device running AXIS OS on which the Licensed Software is designed to run — as of the Effective Date, Axis cameras with an ARTPEC system-on-chip and a deep learning processing unit, as specified in the Documentation.

"Entitlement" or **"License Key"** means the Axis license key for the Licensed Software issued through the Axis license system for a specific Axis device — whether obtained from Axis's licensing portal, through Axis Device Manager, or as a license key file supplied by VisionAery or a Reseller — together with any activation code, trial key, or entitlement record issued by or through VisionAery that authorizes use of the Licensed Software on specific Authorized Hardware for a specific period.

"Evaluation License" means a no-charge, time-limited License — including an Axis trial license key for the Licensed Software — issued for evaluation, pilot, proof-of-concept, demonstration, or marketplace trial purposes under Section 7.

"Integrator" means any Reseller, distributor, systems integrator, installer, consultant, or other person or entity that downloads, installs, configures, activates, or maintains the Licensed Software on behalf of, or for delivery to, another person or entity.

"License" means the right granted under this Agreement to install and use the Licensed Software in accordance with its terms.

"Licensed Software" means the VisionAery LLD liquid leak detection computer vision analytics application for Axis network cameras, delivered as an ACAP package (.eap), together with its embedded machine learning models, detection algorithms, Licensing Controls, web interface, Documentation, and all updates, upgrades, bug fixes, and hotfixes provided by or on behalf of VisionAery to Customer under this Agreement, whether now existing or later released, and any other VisionAery camera-resident application that presents or references this Agreement.

"Licensed Camera" means an Axis camera for which a valid Entitlement for the Licensed Software is present, together with the Camera Stream of that camera.

"Licensing Controls" means the Entitlements, the Axis license key system and AXIS OS copy protection, binding of each Entitlement to the device serial number, periodic license-state checks, expiration enforcement, Acceptance Records, and other technical protection measures incorporated in or used with the Licensed Software, as described in Section 6.

"List Price" means VisionAery's then-current published or standard per-camera license price for the applicable Licensed Software, without discount, at the time the Unlicensed Use is discovered.

"Model Assets" means all machine learning models, neural network architectures, trained weights, checkpoints, quantized or compiled model artifacts, detection logic, thresholds, post-processing logic, labeled training data, training methodologies, and any outputs, embeddings, or intermediate representations from which any of the foregoing could be reconstructed.

"Perpetual License" means a License that, once granted, does not expire solely due to the passage of time, subject to compliance with this Agreement, payment of all applicable fees, and the hardware binding described in Section 4.

"Personal Data" means information linked or reasonably linkable to an identified or identifiable individual.

"Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means.

"Product Order" means any quote, invoice, purchase order accepted by VisionAery, Reseller or distributor order, marketplace order, evaluation order, statement of work, or other commercial agreement between the parties that references the Licensed Software or this Agreement.

"Reseller" means an authorized reseller, distributor, or channel partner through which Customer acquires the Licensed Software.

"Subscription License" means a License that is valid only during the paid subscription term specified in the applicable Product Order.

"Unauthorized Person" means any person or entity other than Customer and its Authorized Users.

"Unlicensed Use" means any installation, activation, access, or use of the Licensed Software (a) without a valid Entitlement; (b) on any camera that is not a Licensed Camera, or on more cameras than the number of Entitlements issued; (c) on hardware other than Authorized Hardware; (d) at a site, by an entity, or in a configuration not authorized under the applicable Product Order; (e) after expiration, suspension, or termination of the applicable License or Evaluation License; (f) by a person or entity that obtained the Licensed Software or Authorized Hardware from Customer or any other person without a License issued to it by VisionAery; or (g) in violation of Section 5.

"Usage Data" means technical, diagnostic, licensing, activation, hardware-identifier, performance, and usage information generated by the operation of the Licensed Software or its Licensing Controls, excluding the content of Customer's video.

"VisionAery" means VisionAery LLC, a Colorado limited liability company, having its principal place of business at 9200 W. Cross Dr. Suite 225, Littleton, Colorado 80123, and its successors and permitted assigns.

2. PRODUCT ORDERS AND ACCEPTANCE

2.1 Product Orders. Licenses are sold, issued, and governed pursuant to Product Orders, which are incorporated into this Agreement by reference. In the event of a conflict between this Agreement and a Product Order, this Agreement controls unless the Product Order expressly identifies the conflicting provision of this Agreement and is signed by an authorized officer of VisionAery.

2.2 Rejection of Conflicting Terms. Any additional, conflicting, or supplemental terms in Customer purchase orders, procurement documents, vendor portals, request-for-proposal responses, or other commercial forms are expressly rejected and have no force or effect unless VisionAery has agreed to them in a separate written instrument signed by an authorized officer of VisionAery.

2.3 Methods of Acceptance. Customer accepts this Agreement by any of the following, each of which is independently sufficient:

(a) **Click-Through.** The Licensed Software presents this Agreement in its web interface before that interface can be used, requires the operator to scroll through the full text, and requires affirmative acceptance before the interface becomes operable. Clicking "Accept and continue" or an equivalent control constitutes acceptance by Customer and by the individual clicking. The Licensed Software stores an Acceptance Record in the accepting operator's browser and in a log kept on the camera, and may request acceptance again from a different browser or operator; each such acceptance is an independent acceptance of this Agreement. Detection on a Licensed Camera does not wait for click-through acceptance, and acceptance by conduct under clause (b) applies.

(b) **Conduct.** Downloading, installing, activating, entering an Entitlement for, or using the Licensed Software by any means constitutes acceptance, whether or not clause (a) has occurred.

2.4 Authority. The individual who clicks acceptance, or who installs, activates, or uses the Licensed Software on Customer's behalf, represents and warrants that they have full legal authority to bind Customer. If the individual lacks such authority, the individual is personally bound by this Agreement as "Customer" and remains personally liable for any breach unless and until the entity ratifies this Agreement in writing, in which case the individual remains liable for acts before ratification.

2.5 Integrators and Resellers. Where an Integrator downloads, installs, configures, activates, or maintains the Licensed Software for another person or entity:

(a) the Integrator is bound by this Agreement as a Customer with respect to each such act and represents that it has authority to accept this Agreement on behalf of the end customer;

(b) the Integrator shall deliver a copy of this Agreement to the end customer in writing before installation and shall not represent that any right exists that this Agreement does not grant;

(c) VisionAery may require the Integrator to execute a written Reseller and Integrator Acknowledgment as a condition of receiving Entitlements or download access; and

(d) the Integrator is jointly and severally liable with the end customer for any Unlicensed Use that the Integrator created, enabled, or failed to prevent, including any copy of the Licensed Software or Entitlement the Integrator retains, images, or reuses for any other customer or site.

Resellers and Integrators have no authority to modify this Agreement or grant any right not expressly set forth in it. This Agreement governs the end customer's use regardless of any terms between the end customer and a Reseller or Integrator.

3. LICENSE GRANT

3.1 Grant of License. Subject to the terms of this Agreement and Customer's timely payment of all applicable fees, VisionAery grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Licensed Software solely (a) on Authorized Hardware, (b) on the number of Licensed

Cameras for which Entitlements have been issued under the applicable Product Order, (c) for Customer's internal business operations, and (d) in accordance with the Documentation.

3.2 License Types. Licenses may be issued as Perpetual Licenses, Subscription Licenses, or Evaluation Licenses, as specified in the applicable Product Order or Entitlement. Subscription Licenses remain valid only during the purchased subscription term. Upon expiration of a Subscription License without renewal, the Licensed Software will enter a limited grace period of the length stated in the Documentation during which detection continues, after which the Licensed Software stops detection automatically until a renewed Entitlement is loaded on the camera. A payment dispute does not extend a subscription term or suspend automatic enforcement.

3.3 Reservation of Rights. All rights not expressly granted to Customer are reserved exclusively by VisionAery. No rights or licenses are granted by implication, estoppel, exhaustion, first sale, or otherwise. The Licensed Software is licensed, not sold.

3.4 Copies. Customer may retain a reasonable number of copies of the Licensed Software installation package (.eap) and Documentation solely for backup, archival, and disaster-recovery purposes, provided that all such copies reproduce VisionAery's proprietary notices and are not activated or run except on Authorized Hardware within the licensed scope.

4. LICENSE STRUCTURE AND SCOPE

4.1 Per-Camera Licensing. One (1) Entitlement authorizes use of the Licensed Software on one (1) Axis camera, identified by its serial number, and on the Camera Stream of that camera. Customer must obtain a separate Entitlement for each camera on which the Licensed Software is installed. Feeding video from another camera or source into a Licensed Camera, or relaying, restreaming, splitting, or otherwise using a single Entitlement to analyze video from more than one physical camera, constitutes Unlicensed Use.

4.2 Hardware Binding. Each Entitlement is bound by the Axis license system to the serial number (device ID) of specific Authorized Hardware and will not validate on any other device. The Licensed Software may not be operated on hardware other than the Authorized Hardware.

4.3 Hardware Transfers and Re-Issuance. Because Entitlements are hardware-bound, transferring a License to a replacement camera — whether due to equipment failure, upgrade, or otherwise — requires a new Entitlement to be issued for the replacement camera through the Axis license system. VisionAery will not unreasonably withhold re-issuance where (a) Customer is in compliance with this Agreement and current on all fees, (b) the transfer is necessitated by legitimate hardware replacement under substantially equivalent deployment conditions, and (c) Customer certifies in writing that the Licensed Software has been permanently removed from, or the original device has been destroyed or returned. VisionAery may decline re-issuance where any of these conditions is not met or where the request is associated with suspected Unlicensed Use.

4.4 Deployment Scope. Licenses are granted only for the specific Customer, site(s), and deployment configuration identified in the applicable Product Order. Licenses may not be used at alternative sites, by Affiliates not named in the Product Order, or in configurations not authorized by VisionAery.

4.5 No License Travels with Hardware. A License is granted to Customer, not to the hardware, and does not run with the device. The sale, surplus, lease, return, repossession, auction, or other disposition of any Edge Device on which the Licensed Software is installed, including in connection with Customer's insolvency, does not transfer any License. Before disposing of any Edge Device, Customer must permanently remove or render inoperable the Licensed Software and any Entitlement on that device. Any subsequent possessor of such hardware acquires no right to use the Licensed Software, its continued operation on that hardware is Unlicensed Use by that possessor, and Customer remains liable for any Unlicensed Use resulting from Customer's failure to remove the Licensed Software.

4.6 Affiliates and Contractors. Customer may permit Authorized Users, including third-party contractors operating Customer's facilities, to use the Licensed Software solely on Customer's behalf and within the licensed scope, provided that Customer remains fully responsible for their compliance with this Agreement and any act or omission by them is deemed an act or omission of Customer.

5. USE RESTRICTIONS

5.1 Prohibited Conduct. Customer shall not, and shall not permit or enable any Unauthorized Person or Authorized User to:

- (a) use a single Entitlement on more than one camera, or use the Licensed Software on any camera that is not a Licensed Camera or in excess of the quantities specified in the applicable Product Order or Entitlement;
- (b) reverse engineer, decompile, disassemble, decode, decrypt, unpack, dump memory of, trace, or otherwise attempt to derive the source code, object code structure, underlying algorithms, Model Assets, training methods, or trade secrets of the Licensed Software, except to the limited extent applicable law expressly prohibits this restriction and then only after giving VisionAery prior written notice and an opportunity to provide the needed information;
- (c) extract, copy, export, dump, convert, quantize, re-serialize, or otherwise reproduce any Model Assets, in whole or in part, from any Edge Device or installation;
- (d) perform model extraction, model inversion, membership inference, knowledge distillation, or any technique that uses the Licensed Software's inputs, outputs, confidence values, embeddings, or behavior to train, tune, calibrate, or otherwise create or improve any machine learning model or competing product;
- (e) modify, translate, adapt, patch, hook, inject code into, or create derivative works of the Licensed Software or any component;
- (f) resell, sublicense, rent, lease, loan, distribute, publish, host, share, or otherwise transfer the Licensed Software, any Entitlement, or any rights in them to any third party without VisionAery's prior written consent;
- (g) circumvent, disable, defeat, spoof, emulate, tamper with, or avoid any Licensing Controls, including by cloning or imaging cameras, spoofing device serial numbers, MAC addresses, or other hardware identifiers, manipulating system clocks, forging, modifying, or generating Entitlements, modifying AXIS OS or the ACAP framework to bypass copy protection, running the Licensed Software in an emulator or on hardware other than an Axis device, or sharing, publishing, or reusing Entitlements;
- (h) install, activate, or run any copy of the Licensed Software on hardware that is not Authorized Hardware, including surplus, resold, returned, repossessed, or loaner devices;
- (i) use Evaluation Licenses or evaluation, demonstration, marketplace, or trial builds in production, beyond the approved evaluation scope or period, or on more Edge Devices than approved, or re-install them after expiry as described in Section 7.2;
- (j) remove, alter, obscure, or defeat any proprietary notices, trademarks, legends, labels, or forensic markers appearing in or on the Licensed Software or Documentation;
- (k) use the Licensed Software to provide outsourced services, managed services, service bureau services, or application hosting services to third parties without VisionAery's prior written consent;
- (l) disclose, demonstrate, or make available the Licensed Software, Model Assets, Documentation, Entitlements, detection outputs, or the results of any evaluation or comparison to a Competitor;
- (m) publicly disseminate performance, accuracy, or benchmark results regarding the Licensed Software without VisionAery's prior written consent;

(n) use the Licensed Software in any manner that violates applicable law, infringes the intellectual property or privacy rights of any third party, or is outside the geographic territory, if any, specified in the applicable Product Order; or

(o) assist, encourage, or knowingly permit any third party to do any of the foregoing.

5.2 Permitted Internal Evaluation. Nothing in Section 5.1 prohibits Customer from conducting non-public, internal comparative evaluations of the Licensed Software against other products solely for Customer's own procurement decisions, provided that Customer complies with Sections 5.1(c), (d), (l), and (m) and Section 20 in doing so.

5.3 Each Violation Independent. Each installation, camera, copy, or act in violation of Section 5.1 is a separate breach of this Agreement and a separate act of Unlicensed Use for purposes of Section 11.

5.4 Responsibility for Personnel. Customer is responsible for all acts and omissions of its employees, contractors, agents, Affiliates, Integrators, and Resellers acting on Customer's behalf or with access to Customer's deployment, as if they were Customer's own acts and omissions.

5A. ACCEPTABLE USE

Customer shall not use, and shall not permit any person to use, the Licensed Software: (a) as the sole or primary control for any safety-critical, life-critical, or environmental-protection function without the independent safety systems required by Section 13.1(h); (b) for unlawful surveillance, tracking, or profiling of individuals, or in violation of any civil-rights, anti-discrimination, labor, or privacy law; (c) to target, guide, or operate any weapon or any autonomous or automated use of force; (d) in the operation of aircraft, nuclear facilities, or other environments where failure could reasonably be expected to lead to death, personal injury, or severe environmental damage, except with appropriate independent fail-safes; or (e) in any manner prohibited by Section 19A.3. Breach of this Section 5A is a material breach permitting termination under Section 25.3 and triggers Customer's indemnity under Section 18.

6. LICENSING CONTROLS AND TECHNICAL PROTECTION MEASURES

6.1 Disclosure. Customer acknowledges that the Licensed Software is licensed through the Axis license key system and AXIS OS copy protection, that it contains additional Licensing Controls, and that operation of the Licensed Software requires a valid Entitlement on each camera. Licensing Controls include, and may in future versions include, without limitation: Entitlements issued through the Axis license system and validated by AXIS OS against the camera's serial number; periodic checks of license state by the Licensed Software; enforcement of expiration dates; Acceptance Records; and, if introduced in a future version and disclosed in the Documentation, optional diagnostic or licensing communications with VisionAery. Issuance, activation, and validation of Axis license keys are also subject to Axis's applicable terms.

6.2 Local Enforcement. The Licensed Software checks the Entitlement state of the camera locally — on startup and periodically while running — without requiring a network connection to VisionAery. Customer acknowledges and agrees that the Licensed Software will automatically, without further notice from VisionAery:

(a) stop or refuse to start detection, while leaving its web interface and license page available so that a valid Entitlement can be loaded, if no valid Entitlement is present or the Entitlement does not match the camera;

(b) upon expiration of a Subscription License, enter the grace period described in Section 3.2 and then stop detection; and

(c) upon expiration of an Evaluation License, stop detection at expiration with no grace period.

6.3 Recovery Only by Re-Issuance. The only means of restoring detection after a device mismatch, invalid or missing Entitlement, or expiration is loading a valid Entitlement for that camera issued through the Axis license system. There is no other local or self-service override. VisionAery may condition re-issuance on Customer's

compliance with this Agreement, payment of all amounts due including Unlicensed Use Fees, and completion of any verification under Section 10, and may decline re-issuance where the request is associated with Unlicensed Use or tampering.

6.4 [Reserved].

6.5 Anti-Circumvention. The Licensing Controls are technological measures that effectively control access to, and protect the rights of the copyright owner in, the Licensed Software within the meaning of 17 U.S.C. § 1201. Any circumvention of the Licensing Controls, and any manufacture, offer, provision, or trafficking in any tool, key, forged Entitlement, patch, image, or method for such circumvention, violates that statute in addition to constituting a material breach of this Agreement.

6.6 No Liability for Automatic Enforcement. VisionAery has no liability to Customer or any third party for any consequence of the Licensed Software ceasing or limiting operation in accordance with this Section 6, including any missed detection during a lockout or grace period. Customer shall maintain the independent safety systems required by Section 13.1(h) at all times, including during any period in which the Licensed Software is not operating.

6.7 Refusal of Entitlements. VisionAery may permanently refuse to issue or re-issue Entitlements for any camera serial number, device, site, entity, or individual associated with confirmed Unlicensed Use or circumvention, regardless of who subsequently possesses the hardware.

6.8 Usage Data. Customer consents to VisionAery collecting Usage Data and Acceptance Records that are made available to VisionAery in the course of support, re-issuance requests, audits, or any future disclosed licensing communications, and to VisionAery's use of that information for license verification, security, support, enforcement of this Agreement, and product improvement.

7. EVALUATION, DEMONSTRATION, AND BETA SOFTWARE

7.1 Evaluation Licenses. Evaluation Licenses are temporary, non-production, and limited to the scope, device count, and duration specified by VisionAery. Unless a written evaluation Product Order or the terms of the Axis trial license state otherwise, an Evaluation License (a) expires at the end of the trial period stated in the Entitlement or, if none is stated, sixty (60) calendar days after first activation on a camera, (b) authorizes the Licensed Software on one (1) camera, and (c) stops detection automatically at expiration with no grace period.

7.2 Evaluation Restrictions. Evaluation Licenses may not be redeployed, reused, transferred, or converted to production use without VisionAery's prior written approval, and may not be relied upon for any safety, environmental, or operational decision. Re-installing, re-registering, factory-resetting, re-imaging, or substituting cameras in order to obtain a new evaluation period on the same site, or for the same cameras or purpose, after an Evaluation License has expired constitutes Unlicensed Use for every day of operation after the original expiration date and is subject to Section 11. Evaluation software is provided "AS IS" without warranty of any kind, and VisionAery has no support, maintenance, or indemnification obligation with respect to it.

7.3 Beta Features. Beta Features are provided "AS IS" without warranty of any kind and may be modified, limited, or discontinued at any time without notice. VisionAery has no liability for any damages arising from Customer's use of Beta Features. Customer shall treat the existence, functionality, and performance of Beta Features as VisionAery's Confidential Information.

8. SUPPORT AND MAINTENANCE

8.1 Support Services. Where active support is purchased or included in a Product Order, VisionAery will provide support services that may include software updates, bug fixes, hotfixes, Entitlement re-issuance for legitimate hardware replacement, and technical support in accordance with VisionAery's then-current support terms in the Documentation.

8.2 Model Training Entitlement. Where active support is purchased or included, Customer is entitled to one (1) site-specific model training or retraining per twelve (12)-month support period, subject to the scope and conditions specified in the applicable Product Order. All resulting Model Assets remain VisionAery's exclusive property under Section 12.3.

8.3 Software Updates. Updates may add, remove, improve, or modify functionality, user interfaces, supported hardware configurations, analytics capabilities, Licensing Controls, or other features. VisionAery may condition continued support, warranty coverage, or Entitlement re-issuance on Customer's installation of security or licensing updates.

8.4 Scope Exclusions. Support services do not include camera installation or physical mounting, network infrastructure configuration or troubleshooting, third-party video management system (VMS) integration or support, AXIS OS upgrades or Axis device support, support for Customer-owned or third-party hardware, remediation of issues caused by Customer's breach of this Agreement or tampering with Licensing Controls, or services outside the scope of the Licensed Software.

8A. SERVICE LEVELS

No uptime, availability, or response-time service level applies to Licensed Software deployed on-premises or on Edge Devices, which operate independently of VisionAery. Where VisionAery provides a hosted, managed, or cloud-connected component, the applicable service levels, support-response targets, and any service credits are those stated in the Product Order or a service-level agreement exhibit incorporated by reference; absent such a document, no service level applies. Service credits, where offered, are Customer's sole and exclusive remedy for any failure to meet a service level.

9. PROFESSIONAL SERVICES

Any installation, configuration, commissioning, consulting, training, model tuning, or other professional services performed by VisionAery are governed by this Agreement unless covered by a separate written Statement of Work ("SOW") executed by both parties. In the event of a conflict between this Agreement and a SOW, the SOW controls solely with respect to the specific professional services described in it and never with respect to Sections 3, 5, 6, 10, 11, or 12.

10. LICENSE VERIFICATION, RECORDS, AND AUDIT

10.1 Verification Rights. VisionAery may verify Customer's compliance with this Agreement by any reasonable means, including review of Entitlements, Acceptance Records, camera serial numbers, deployment records, Usage Data, network and VMS camera inventories, and deployment architecture.

10.2 Records. Customer shall maintain complete and accurate records sufficient to demonstrate compliance with this Agreement, including the location, hardware identifier, and Entitlement of every Edge Device on which the Licensed Software is or has been installed, and the disposition of every such device, for the term of this Agreement and three (3) years thereafter.

10.3 Self-Certification. Not more than once per calendar year, and additionally upon any reasonable suspicion of non-compliance, VisionAery may request, and Customer shall deliver within fifteen (15) business days, a written certification signed by an officer of Customer identifying all installations, cameras, and Entitlements in use, and confirming compliance with this Agreement.

10.4 Audit. Upon reasonable prior written notice of not less than ten (10) business days, VisionAery or its designated independent auditor may conduct a remote or on-site audit of Customer's deployment environment, records, systems, and Edge Devices to verify compliance. Audits shall not occur more than once per calendar year absent a reasonable basis to suspect material non-compliance, in which case VisionAery may audit on five (5)

business days' notice. Customer shall cooperate fully and provide reasonable access to relevant systems, records, network inventories, Edge Devices, and personnel, including permitting VisionAery to read Entitlement and licensing-state information from each camera and to review any Acceptance Records. VisionAery shall conduct audits so as to minimize disruption to Customer's operations and shall treat information obtained as Customer's Confidential Information, except as needed to enforce this Agreement.

10.5 Audit Results and Cost Shifting. If an audit or self-certification reveals Unlicensed Use, Customer shall, within thirty (30) days of written notice, (a) pay the Unlicensed Use Fees set forth in Section 11.2; (b) purchase Licenses for, or cease, the excess use as VisionAery directs; and (c) if the Unlicensed Use exceeds five percent (5%) of Customer's Licensed Cameras or involves any circumvention of Licensing Controls or any Evaluation License abuse under Section 7.2, reimburse VisionAery for the full cost of the audit, including auditor, forensic, travel, and reasonable attorneys' fees.

10.6 Non-Cooperation and Presumption. If Customer refuses, obstructs, or unreasonably delays an audit or self-certification, or destroys, wipes, or fails to preserve relevant records or Edge Devices after receiving notice, Customer agrees that (a) such conduct is a material breach not subject to cure; (b) VisionAery may decline to issue or re-issue Entitlements under Section 6.7 and may terminate under Section 25.3; and (c) in any proceeding, Customer's Unlicensed Use shall be presumed to equal the total number of cameras in Customer's inventory at the affected site(s) capable of running the Licensed Software less its Licensed Cameras, for the period beginning on the earlier of the date of the first Entitlement issued for that site or the date of first installation. Customer may rebut this presumption only with contemporaneous documentary evidence, including device inventories, VMS configuration exports, and network records, establishing a lower number.

10.7 License Suspension. Without limiting any other right or remedy, VisionAery may suspend Customer's Licenses, decline re-issuance, and cease support upon written notice in the event of: (a) non-payment of fees when due; (b) a credible security risk or breach affecting the Licensed Software; (c) Unlicensed Use; or (d) other material violation of this Agreement. Suspension continues until the violation is remediated to VisionAery's reasonable satisfaction. Suspension does not extend any subscription term or entitle Customer to any refund or credit.

11. UNLICENSED USE, INFRINGEMENT, AND ENFORCEMENT

11.1 Acknowledgment of Harm. Customer acknowledges that the Licensed Software and Model Assets represent years of investment, proprietary labeled data, and trade secrets; that they are VisionAery's principal commercial asset; and that Unlicensed Use, circumvention, extraction, or disclosure causes VisionAery immediate and irreparable harm that is difficult to quantify, including lost license revenue, loss of trade secret status, erosion of competitive position, and damage to the integrity of VisionAery's licensing program.

11.2 Unlicensed Use Fees (Liquidated Damages). The parties agree that VisionAery's actual damages from Unlicensed Use would be impracticable or extremely difficult to determine at the time of contracting, because they include lost license and support revenue, the cost of detection and investigation, the loss of exclusivity and trade-secret value in the Model Assets, and the erosion of VisionAery's licensing program, and that the fees set forth below are a reasonable pre-estimate of that loss calibrated to the nature and culpability of the breach. For each camera or copy involved in Unlicensed Use, Customer shall pay VisionAery, as liquidated damages and not as a penalty:

(a) Inadvertent over-deployment. Where the Unlicensed Use is limited to use on cameras that are not Licensed Cameras, does not involve any conduct described in clause (c), and is disclosed by Customer under Section 11.9 or first identified on audit: the List Price of a perpetual per-camera License for each affected camera, plus the List Price of annual support for each twelve (12)-month period, or portion thereof, during which the Unlicensed Use occurred.

(b) Reckless or repeated Unlicensed Use. Where the Unlicensed Use is not within clause (a) and not within clause (c), including Unlicensed Use that Customer knew or should have known of and failed to remediate or disclose: two (2) times the amounts in clause (a), plus VisionAery's reasonable costs of detecting, investigating, and documenting the Unlicensed Use.

(c) Willful circumvention or extraction. Where the Unlicensed Use involves any conduct described in Section 5.1(b), (c), (d), (g), (h), or (l), abuse of an Evaluation License under Section 7.2, or deliberate concealment of Unlicensed Use: three (3) times the List Price of a perpetual per-camera License for each affected camera, plus the List Price of annual support for each twelve (12)-month period or portion thereof, plus VisionAery's reasonable costs of detecting, investigating, and documenting the Unlicensed Use, including auditor, forensic examiner, and investigator fees (collectively, "**Unlicensed Use Fees**").

(d) Election of remedies. In lieu of the Unlicensed Use Fees for any category above, VisionAery may elect to recover its actual damages, the infringer's profits, and any statutory damages available at law. VisionAery's pursuit of liquidated damages under this Section 11.2 is not an election that waives the right to prove actual damages, and its pursuit of actual damages is not a waiver of the right to liquidated damages, in each case up to a single satisfaction.

Payment of Unlicensed Use Fees does not grant Customer any License for the Unlicensed Use, which must be separately purchased or discontinued at VisionAery's election.

11.3 Willful Misuse — Forfeiture of All Licenses. If Customer or any person acting on Customer's behalf engages in any of the conduct described in Section 5.1(b), (c), (d), (g), (h), or (l), abuses an Evaluation License under Section 7.2, or deliberately conceals Unlicensed Use, VisionAery may, in addition to all other remedies and without any cure period:

- (a) terminate this Agreement and all of Customer's Licenses, including Perpetual Licenses and Licenses at sites and for products not involved in the misconduct;
- (b) decline to issue or re-issue any Entitlement to Customer, its Affiliates, or any Edge Device associated with Customer;
- (c) retain all fees previously paid;
- (d) accelerate and collect all fees due for the remainder of any subscription term; and
- (e) decline to sell, support, or license any product to Customer or its Affiliates in the future.

VisionAery may, in its sole discretion, elect instead to exercise any of the foregoing remedies only as to the offending legal entity, site, product, or Edge Devices, and to suspend support and update rights for Customer's remaining Licenses until the breach is remedied and all Unlicensed Use Fees are paid. Any such narrower election is not a waiver of, and does not prejudice, VisionAery's right to exercise the full remedies of this Section 11.3 for the same or any later breach.

11.4 Recovery of Enforcement Costs. Customer shall reimburse VisionAery for all costs and expenses incurred in investigating, remediating, and enforcing this Agreement with respect to any breach of Sections 5, 6, 7.2, 10, 11, 12, or 20, including reasonable attorneys' fees, expert and forensic examiner fees, investigator fees, auditor fees, court costs, costs of obtaining and enforcing injunctive relief, and costs of collection, whether or not litigation is commenced and regardless of the forum.

11.5 Injunctive Relief; Stipulation. Customer agrees that any actual or threatened breach of Sections 5, 6, 12, or 20 will cause VisionAery irreparable harm for which monetary damages are an inadequate remedy. Accordingly, VisionAery is entitled to temporary, preliminary, and permanent injunctive relief, specific performance, seizure and impoundment of infringing copies and the devices containing them, and other equitable relief, in any court of competent jurisdiction, without the requirement of posting bond or other security and without proof of actual damages. Customer stipulates to entry of such relief upon a showing of actual or threatened breach and waives any defense that an adequate remedy at law exists.

11.6 Statutory and Criminal Remedies Preserved. Nothing in this Agreement limits VisionAery's rights under applicable law. Customer acknowledges that, in addition to the contractual remedies in this Section 11, unauthorized copying, distribution, circumvention, access, or misappropriation of the Licensed Software may expose Customer and the individuals involved to civil and criminal liability under laws including, without limitation: the Copyright Act, 17 U.S.C. §§ 501–505; the anti-circumvention provisions of the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 and 1203; the Defend Trade Secrets Act, 18 U.S.C. § 1836; the Colorado Uniform Trade Secrets Act, C.R.S. § 7-74-101 et seq.; the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; criminal copyright infringement, 17 U.S.C. § 506 and 18 U.S.C. § 2319; criminal circumvention, 17 U.S.C. § 1204; and the Economic Espionage Act, 18 U.S.C. § 1832. A summary of the remedies and penalties available under these statutes is provided for Customer's information in Exhibit A (Notice of Legal Consequences), which is a summary for convenience; in the event of any conflict between Exhibit A and the body of this Agreement, the body of this Agreement controls.

11.7 Referral to Authorities. Customer acknowledges that VisionAery may report suspected criminal conduct involving the Licensed Software to federal, state, or local law enforcement authorities and may cooperate fully with any resulting investigation or prosecution, including by providing Usage Data, Acceptance Records, audit results, and the identities of individuals involved.

11.8 Individual Accountability. Each individual who accepts this Agreement under Section 2.3 acknowledges that they have read this Section 11 and understand that circumvention of Licensing Controls, extraction of Model Assets, or copying or distribution of the Licensed Software outside the scope of Customer's License exposes them personally to the consequences described in this Section 11. Any such act is outside the scope of any authority conferred by this Agreement. An individual may be held personally liable for that individual's own circumvention of Licensing Controls, extraction of Model Assets, or unauthorized copying or distribution of the Licensed Software, and for any other act that would independently give rise to that individual's personal liability under applicable law, including misappropriation of trade secrets and violation of 17 U.S.C. § 1201 or 18 U.S.C. § 1030. Such personal liability is joint and several with Customer with respect to the individual's own acts. Customer shall, upon VisionAery's request, promptly identify each individual who participated in, directed, or had knowledge of any Unlicensed Use or circumvention, shall preserve and produce related communications and records, and shall make such individuals reasonably available to VisionAery and its counsel. Nothing in this Agreement limits VisionAery's right to pursue claims directly against any individual, Affiliate, contractor, Integrator, or Reseller who participated in any breach, and no limitation of liability in this Agreement applies to such persons.

11.9 Duty to Report and Cooperate. Customer shall notify VisionAery in writing within five (5) business days after becoming aware of any actual or suspected Unlicensed Use, circumvention, extraction, loss or disclosure of Entitlements, or unauthorized possession of the Licensed Software or Authorized Hardware by any person, whether or not within Customer's organization. Customer shall preserve all relevant records, devices, images, and logs and shall cooperate reasonably with VisionAery's investigation. Prompt, voluntary self-reporting and cure of inadvertent over-deployment before VisionAery's discovery will be considered by VisionAery in good faith in determining whether to reduce Unlicensed Use Fees under Section 11.2, but VisionAery has no obligation to do so.

11.10 Licensing and Acceptance Records as Evidence. The parties agree that records generated by the Licensing Controls — including Entitlements, Acceptance Records, camera serial numbers, and licensing-state logs — whether stored on a camera, in an operator's browser, or held by VisionAery or Axis, are records kept in the regular course of business, are presumptively accurate, and are admissible in any proceeding to establish acceptance of this Agreement and the existence, scope, dates, and duration of Unlicensed Use. Customer bears the burden of rebutting such records with contrary documentary evidence.

11.11 Interest and Collection. Unlicensed Use Fees and all other amounts owed under this Section 11 are due within thirty (30) days of written demand and bear interest from the date the Unlicensed Use began at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

11.12 Tolling. Any statute of limitations applicable to a claim by VisionAery arising from Unlicensed Use or breach of Sections 5, 6, 12, or 20 is tolled during any period in which Customer concealed, or failed to disclose as required by Section 11.9, the facts giving rise to the claim.

11.13 Remedies Cumulative. All rights and remedies of VisionAery under this Agreement, at law, and in equity are cumulative and not exclusive. Pursuit of one remedy is not an election and does not waive any other. Acceptance of any payment does not waive any breach or preclude VisionAery from seeking additional relief.

11.14 Application to All Possessors; Survival. This Section 11 applies to any person or entity that installs, activates, possesses, or uses the Licensed Software, whether or not a party to a Product Order and however the Licensed Software or Authorized Hardware was obtained, and survives termination or expiration of this Agreement indefinitely.

12. INTELLECTUAL PROPERTY AND OWNERSHIP

12.1 VisionAery Ownership. VisionAery retains all right, title, and interest in and to the Licensed Software, including all source code, object code, Model Assets, detection logic, training data, training methodologies, algorithms, Licensing Controls, Documentation, improvements, enhancements, derivative works, and all associated intellectual property rights worldwide. No title to or ownership of the Licensed Software or any intellectual property in it is transferred to Customer.

12.2 Customer Data Ownership. Customer retains ownership of its Customer Data. Customer grants VisionAery a limited, non-exclusive, worldwide, royalty-free license to access, process, and store Customer Data to the extent necessary to provide the Licensed Software, support services, and professional services, and to investigate and enforce compliance with this Agreement.

12.3 Model Ownership. Any customer-specific tuning, retrained models, optimized weights, enhancements, or improvements to the Licensed Software or underlying Model Assets developed by VisionAery — whether developed independently or using Customer Data or Customer feedback — are and remain the exclusive intellectual property of VisionAery unless the parties have expressly agreed otherwise in a signed written instrument. To the extent Customer acquires any right in any such material by operation of law, Customer hereby irrevocably assigns such right to VisionAery.

12.4 Training Data License. Unless the applicable Product Order states otherwise, and subject to Customer's opt-out on any Product Order, Customer grants VisionAery a non-exclusive, worldwide, royalty-free license to use, reproduce, annotate, de-identify, and create derivative works from (a) video frames, clips, annotations, alarm outcomes, and feedback that Customer submits to VisionAery for model training, retraining, support, or troubleshooting, and (b) video frames, clips, and alarm outcomes generated during any evaluation under Section 7, in each case solely to train, validate, and improve VisionAery's Model Assets and products. This license does not extend to production Customer Data that Customer does not submit to VisionAery.

(i) Consent condition. Customer represents and warrants that all notices, consents, and authorizations required by applicable Data Protection Laws for VisionAery's use of such material under this Section 12.4 — including, where the material contains any Biometric Identifier or Biometric Data, consent for VisionAery's specific processing purposes — have been obtained and extend to VisionAery as a recipient and processor. VisionAery's rights under this Section are conditioned on that warranty.

(ii) De-identification and retention. VisionAery shall de-identify or aggregate such material to the extent reasonably practicable for the training purpose. Notwithstanding any reference to a perpetual or irrevocable license, VisionAery shall delete or de-identify material derived from an identifiable data subject upon (A)

VisionAery's receipt of a valid deletion request that Customer is legally obligated to honor and passes through to VisionAery, or (B) expiration of any retention period required by applicable Data Protection Laws, except to the extent the material has been irreversibly de-identified or aggregated such that it no longer constitutes Personal Data or a Biometric Identifier.

VisionAery shall not disclose such material in a manner that identifies Customer or its sites without Customer's consent. Model Assets resulting from permitted training remain VisionAery's exclusive property under Section 12.3.

12.5 Trade Secrets. Customer acknowledges that the Licensed Software, Model Assets, and Licensing Controls constitute valuable trade secrets of VisionAery, that VisionAery takes reasonable measures to maintain their secrecy including through this Agreement and the Licensing Controls, and that Customer's compliance with Sections 5, 6, and 20 is a material inducement to VisionAery's grant of the License.

12.6 Trademarks. "VisionAery" and associated logos are trademarks of VisionAery LLC. Customer may not use them without VisionAery's prior written consent, except to accurately identify the Licensed Software in Customer's internal documentation.

12.7 Feedback. Any feedback, suggestions, ideas, or recommendations provided by Customer regarding the Licensed Software may be used by VisionAery without restriction, attribution, or compensation. VisionAery has no obligation to treat feedback as confidential.

13. CUSTOMER RESPONSIBILITIES

13.1 Deployment and Operational Responsibilities. Customer is solely responsible for:

- (a) maintaining cameras, camera hardware, lenses, mounts, and related equipment in proper working condition;
- (b) ensuring adequate and reliable networking, power supply, and storage infrastructure at the deployment site;
- (c) implementing and maintaining appropriate cybersecurity measures, including firewalls, access controls, passwords, network segmentation, and physical security controls for the deployment environment, unless otherwise expressly agreed in a Product Order or SOW;
- (d) safeguarding Entitlements, camera administrative credentials, and cameras against unauthorized access, copying, imaging, or removal; keeping AXIS OS on a version supported by the Documentation; and maintaining accurate system clocks (for example, by NTP) on cameras;
- (e) maintaining data backups and appropriate business continuity measures;
- (f) ensuring that personnel operating or relying upon the Licensed Software are appropriately trained;
- (g) investigating and responding to alarms, detections, and alerts generated by the Licensed Software; and
- (h) maintaining independent safety systems, emergency response procedures, and operational protocols that do not rely solely on the Licensed Software, including during any grace period, lockout, or suspension under Sections 3.2, 6, or 10.7.

13.2 Deployment Conditions. Customer acknowledges that detection performance depends on, and may be materially affected by, camera placement, field of view, lighting conditions, weather, image quality, environmental conditions, equipment maintenance, network availability, and other factors outside VisionAery's control. Customer is responsible for ensuring that its deployment environment meets the specifications in the Documentation.

13.3 Third-Party Hardware. VisionAery is not responsible for failures, performance degradation, or service interruptions caused by Customer-owned or third-party cameras, lenses, networks, storage systems, power supply, AXIS OS or other camera firmware, the Axis license system, VMS platforms, or other third-party equipment or software.

13.4 Compliance with Laws. Customer shall comply with all applicable laws, regulations, ordinances, and governmental orders in connection with its use of the Licensed Software, including applicable privacy laws,

surveillance regulations, environmental regulations, occupational health and safety regulations, and applicable industry standards.

14. ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING OUTPUTS

14.1 Nature of Outputs. Customer acknowledges that the Licensed Software incorporates artificial intelligence and machine-learning technologies that generate probabilistic outputs based on available imagery, operational conditions, model training, and other variables. Detection results, classifications, confidence values, recommendations, and alarms are statistical estimates only and are not guarantees of accuracy, completeness, or fitness for any particular purpose.

14.2 Operational Aid Only. The Licensed Software and its outputs are operational aids only and are not fail-safe or guaranteed detection systems. VisionAery does not guarantee detection of all leaks, spills, sprays, fires, smoke events, flare anomalies, hazardous conditions, or other events of interest. Customer shall independently evaluate and verify all alarms and detections.

14.3 Customer Responsibility for Decisions. Customer remains solely responsible for all operational, safety, environmental, regulatory, and emergency response decisions made in reliance upon, or in connection with, outputs generated by the Licensed Software. The Licensed Software shall not be used as a substitute for qualified human judgment, professional expertise, or independent safety systems and procedures.

14A. AUTOMATED DECISION-MAKING TECHNOLOGY

Where the Licensed Software constitutes ADMT that is used to make, or to be a substantial factor in making, a Consequential Decision, VisionAery shall make available to Customer the developer documentation required of a developer of such technology under applicable Colorado law, including a statement of intended uses, known or reasonably foreseeable harmful or inappropriate uses, the general categories of data used to train the technology, and its known limitations. Customer, as the deployer, is solely responsible for its own obligations under such law, including any consumer notice, human-review, appeal, or impact-assessment obligations, and for determining whether and how it uses the Licensed Software's outputs in any Consequential Decision. The parties shall reasonably cooperate to comply with implementing regulations as they are adopted.

15. LIMITED WARRANTY

15.1 Performance Warranty. VisionAery warrants that the Licensed Software will materially perform in accordance with its Documentation during any period in which Customer maintains an active support or subscription agreement and has paid all applicable fees. This warranty does not apply to: (a) Evaluation Licenses or Beta Features; (b) Licensed Software that has been modified by Customer or any third party not authorized by VisionAery; (c) Licensed Software operated on hardware other than Authorized Hardware; (d) Licensed Software affected by failures of third-party equipment or software; (e) any lockout or limitation resulting from operation of the Licensing Controls under Section 6; (f) any period during which Customer is in breach of this Agreement; or (g) Licensed Software operated on a camera model or AXIS OS version not listed as supported in the Documentation.

15.2 Exclusive Remedies. THE REMEDIES IN THIS SECTION 15 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND VisionAery's ENTIRE LIABILITY, FOR ANY CLAIM ARISING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE LICENSED SOFTWARE UNDER THIS LIMITED WARRANTY. At VisionAery's sole discretion, such remedies are limited to: (a) repair or correction of the non-conforming Licensed Software; (b) replacement of the non-conforming Licensed Software with a conforming version; or (c) refund of the license fees paid by Customer for the affected Licensed Software during the warranty period in which the non-conformance arose, upon which the affected License terminates.

16. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 15, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VisionAery EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, COMPLETENESS, OR QUIET ENJOYMENT. VisionAery DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR FREE OF BUGS, DEFECTS, OR VULNERABILITIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VisionAery, ITS EMPLOYEES, AGENTS, RESELLERS, INTEGRATORS, OR REPRESENTATIVES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

17. LIMITATION OF LIABILITY

17.1 CAP ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VisionAery's TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED SOFTWARE, OR ANY PRODUCT ORDER, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO VisionAery FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, EXCEPT AS PROVIDED IN SECTION 17.6.

17.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL VisionAery BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF VisionAery HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

17.3 OPERATIONAL LOSSES. VisionAery SHALL NOT BE LIABLE FOR ANY MISSED DETECTIONS, DELAYED DETECTIONS, FALSE POSITIVES, FALSE NEGATIVES, ENVIRONMENTAL INCIDENTS, SPILLS, LEAKS, FIRES, HAZARDOUS RELEASES, CLEANUP COSTS, REGULATORY FINES OR PENALTIES, PRODUCTION LOSSES, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH ARISING FROM OR RELATED TO CUSTOMER'S USE OF OR RELIANCE ON THE LICENSED SOFTWARE, OR FROM ANY CESSATION OR LIMITATION OF OPERATION UNDER SECTIONS 3.2, 6, OR 10.7.

17.4 NO CAP ON CUSTOMER'S INFRINGEMENT LIABILITY. THE LIMITATIONS IN THIS SECTION 17 APPLY ONLY TO VisionAery's LIABILITY. NOTHING IN THIS AGREEMENT LIMITS OR CAPS THE LIABILITY OF CUSTOMER, ANY INTEGRATOR, OR ANY INDIVIDUAL FOR (a) UNLICENSED USE; (b) BREACH OF SECTIONS 5, 6, 7.2, 10, 11, 12, OR 20; (c) INFRINGEMENT OR MISAPPROPRIATION OF VisionAery's INTELLECTUAL PROPERTY; (d) INDEMNIFICATION OBLIGATIONS; OR (e) FEES DUE UNDER ANY PRODUCT ORDER.

17.5 Essential Basis. The parties acknowledge that the limitations in this Section 17 reflect a reasonable allocation of risk and are an essential element of the basis of the bargain. VisionAery would not have entered into this Agreement without them.

17.6 Carve-Outs from VisionAery's Cap. The cap in Section 17.1 shall not apply to (a) VisionAery's indemnification obligations under Section 18A (VisionAery IP Indemnity), which are instead subject to the separate cap in Section 18A.4; (b) VisionAery's liability for its own fraud or willful misconduct; or (c) any liability that cannot be limited as a matter of applicable law. For all liability within clauses (a)–(c), VisionAery's

aggregate liability shall not exceed two (2) times the total fees paid by Customer for the Licensed Software giving rise to the claim during the twelve (12) months preceding the claim, except for liability that applicable law prohibits from being capped.

17.7 Failure of Essential Purpose. The exclusion of consequential and other damages in Section 17.2 and the caps in Sections 17.1 and 17.6 are independent of, and survive, any failure of the essential purpose of the limited or exclusive remedies in Section 15. If the exclusive remedy in Section 15 is held to have failed of its essential purpose, Customer's recovery shall nonetheless remain subject to Sections 17.1, 17.2, 17.3, and 17.6.

17.8 Mutuality of Consumer-Facing Terms. Where Customer accepts this Agreement by click-through or conduct under Section 2.3 rather than under a separately negotiated written agreement, the caps and exclusions in this Section 17 are presented as a material, conspicuous, and separately acknowledged term, and this Section 17 shall be construed to preserve a minimum adequate remedy to Customer to the extent required to remain enforceable under Colorado law.

18. CUSTOMER INDEMNIFICATION

Customer shall defend, indemnify, and hold harmless VisionAery, its Affiliates, successors, and assigns, and their respective officers, directors, members, managers, employees, and agents (collectively, "Indemnified Parties") from and against any and all third-party claims, demands, suits, proceedings, damages, liabilities, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) Customer's use, misuse, or reliance on the Licensed Software, including any Unlicensed Use; (b) any claim arising from missed detections, delayed detections, false positives, false negatives, environmental incidents, regulatory violations, or other outcomes associated with Customer's operational decisions; (c) Customer's failure to maintain independent safety systems and procedures; (d) Customer's violation of applicable law, including privacy and surveillance law; (e) any unauthorized possession or use of the Licensed Software by a third party resulting from Customer's acts or omissions, including failure to remove the Licensed Software from disposed hardware; or (f) Customer's breach of any representation, warranty, or obligation under this Agreement.

18A. VISIONAERY IP INDEMNITY

18A.1 Indemnity. VisionAery shall defend Customer against any third-party claim alleging that the Licensed Software, as provided by VisionAery and used within the scope of this Agreement, infringes a United States patent or copyright or misappropriates a trade secret, and shall indemnify Customer for damages and reasonable attorneys' fees finally awarded against Customer, or agreed in settlement by VisionAery, on such a claim.

18A.2 Exclusions. VisionAery has no obligation under Section 18A.1 to the extent a claim arises from (a) modification of the Licensed Software by any person other than VisionAery; (b) combination or use of the Licensed Software with hardware, software, data, or processes not provided or authorized by VisionAery, where the claim would not have arisen but for the combination; (c) Customer Data or any material Customer submits under Section 12.4; (d) use outside the scope of this Agreement or the Documentation, including any Unlicensed Use; (e) Open Source Components governed by Section 22; (f) Evaluation Licenses or Beta Features; or (g) VisionAery's compliance with Customer's specifications.

18A.3 Remedies. If the Licensed Software is, or in VisionAery's reasonable opinion is likely to become, the subject of an infringement claim, VisionAery may at its option and expense (a) procure the right for Customer to continue using it; (b) modify or replace it to be non-infringing while materially preserving functionality; or (c) if neither (a) nor (b) is commercially reasonable, terminate the affected License and refund the fees paid for the affected Licensed Software, prorated over a thirty-six (36)-month straight-line period for a Perpetual License or for the unused portion of the term for a Subscription License. This Section 18A states VisionAery's entire liability, and Customer's sole and exclusive remedy, for any claim of infringement or misappropriation.

18A.4 Cap. VisionAery's aggregate liability under this Section 18A shall not exceed the greater of (a) two (2) times the fees paid by Customer for the affected Licensed Software in the twelve (12) months preceding the claim, or (b) the amount specified in the applicable Product Order. This cap is the super-cap referenced in Section 17.6.

18A.5 Conditions. Indemnification is conditioned on Customer (a) promptly notifying VisionAery in writing of the claim; (b) granting VisionAery sole control of the defense and settlement, provided any settlement imposing a non-monetary obligation on Customer requires Customer's consent, not to be unreasonably withheld; and (c) providing reasonable cooperation at VisionAery's expense.

19. PRIVACY AND DATA PROTECTION

19.1 Customer Compliance. Customer is solely responsible for compliance with all applicable privacy, surveillance, biometric data, and data protection laws governing Customer's collection, processing, storage, retention, and use of video and other data through the Licensed Software. Customer represents and warrants that it has obtained all necessary consents, authorizations, notices, and permits required by applicable law in connection with its deployment and use of the Licensed Software.

19.2 Use of Usage Data. VisionAery may use Usage Data and Acceptance Records for purposes of providing support, ensuring software security, verifying license compliance, detecting and investigating Unlicensed Use, enforcing this Agreement, and improving VisionAery's products and services. VisionAery will not sell Customer Data to third parties.

19A. BIOMETRIC DATA AND FACIAL RECOGNITION

19A.1 Roles. The parties acknowledge that the Licensed Software processes video and may, depending on Customer's configuration and models, generate or process Biometric Identifiers. As between the parties, Customer is the controller of all Customer Data and Biometric Data it processes through the Licensed Software, and VisionAery acts as a processor on Customer's behalf except where VisionAery independently determines the purposes of processing under Section 12.4, in which case VisionAery is a controller solely as to that processing and shall comply with Data Protection Laws applicable to it in that role.

19A.2 Customer Obligations. Where Customer's use of the Licensed Software involves any Biometric Identifier, Customer shall, before such processing: (a) provide all notices and obtain all written consents required by applicable Data Protection Laws, including the Illinois Biometric Information Privacy Act (740 ILCS 14/) and the Colorado Privacy Act as amended by HB 24-1130; (b) establish and follow a publicly available written retention schedule and destruction policy for Biometric Data; and (c) not sell, lease, trade, or profit from Biometric Data except as permitted by law. Customer's representations in Section 19.1 extend to all such processing and to VisionAery's processing under Section 12.4.

19A.3 Prohibited Uses. Customer shall not use the Licensed Software for facial recognition, biometric identification, or biometric surveillance in any jurisdiction or manner in which such use is prohibited or restricted by applicable law, and shall not deploy the Licensed Software in violation of any applicable moratorium or ban on facial-recognition technology.

19A.4 Biometric Indemnity. Customer shall defend, indemnify, and hold harmless the Indemnified Parties from any third-party claim, and any governmental investigation or enforcement action, arising from Customer's collection, generation, processing, retention, or use of Biometric Data through the Licensed Software, or from Customer's breach of this Section 19A, including statutory-damages claims under the Illinois Biometric Information Privacy Act. This obligation is not subject to any cap under Section 17.

19A.5 VisionAery Deletion. Upon termination, or upon Customer's written request, VisionAery shall delete or return Biometric Data processed on Customer's behalf, except material that has been irreversibly de-identified or that VisionAery must retain by law.

19B. DATA PROCESSING ADDENDUM

19B.1 DPA Incorporated. Where VisionAery processes Personal Data on Customer's behalf, the DPA, in VisionAery's then-current form or as executed in a Product Order, is incorporated into and forms part of this Agreement. In the event of conflict between the DPA and the body of this Agreement as to the processing of Personal Data, the DPA controls.

19B.2 Minimum Terms. The DPA shall address, at minimum: the subject matter, nature, purpose, and duration of processing; the types of Personal Data and categories of data subjects; VisionAery's obligation to process only on documented instructions; confidentiality of personnel; security measures under Section 21A; sub-processor engagement and flow-down; assistance with data-subject requests and with security-incident and impact-assessment obligations; deletion or return of Personal Data on termination; and audit and information rights sufficient to demonstrate compliance.

19B.3 Consent for Section 12.4. VisionAery's exercise of the training-data license in Section 12.4 is subject to the DPA and to Customer's warranty in Section 12.4(i).

20. CONFIDENTIALITY

20.1 Obligations. Each party shall hold the other party's Confidential Information in strict confidence and use it solely for purposes of performing its obligations or exercising its rights under this Agreement. Each party shall protect the other party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar sensitivity, and in no event less than reasonable care. Customer shall not disclose VisionAery's Confidential Information to any Competitor under any circumstances.

20.2 Exceptions. The obligations in Section 20.1 do not apply to information that: (a) is or becomes publicly available through no act or omission of the receiving party; (b) was already known to the receiving party at the time of disclosure, as evidenced by written records predating the disclosure; (c) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information; or (d) is required to be disclosed by applicable law, regulation, or order of a court or governmental authority, provided that the receiving party gives the disclosing party prompt prior written notice and cooperates reasonably in seeking a protective order. Clause (c) does not apply to Model Assets or Licensing Controls.

20.3 Duration. The confidentiality obligations of this Section 20 survive termination or expiration of this Agreement for five (5) years; provided, however, that obligations with respect to the Licensed Software, Model Assets, Licensing Controls, and other trade secrets survive for so long as such information remains a trade secret under applicable law.

21. CYBERSECURITY

Customer is responsible for securing its deployment environment, including implementing and maintaining appropriate firewalls, password policies, multi-factor authentication, access controls, network segmentation, intrusion detection, and physical security measures, unless otherwise expressly agreed in a Product Order or SOW. Customer shall promptly notify VisionAery of any known or suspected security breach, unauthorized access, or other security incident that may affect the Licensed Software, Entitlements, or Customer's deployment environment.

21A. VISIONAERY SECURITY

VisionAery shall maintain a written information-security program with administrative, technical, and physical safeguards designed to protect Customer Data and Personal Data in VisionAery's possession that are consistent with a recognized industry framework (such as SOC 2, ISO/IEC 27001, or the NIST Cybersecurity Framework) and appropriate to the nature of the data. VisionAery shall, without undue delay and in any event within the period

required by applicable law, notify Customer of any confirmed breach of security leading to the unauthorized access to or disclosure of Customer Data or Personal Data in VisionAery's possession, and shall provide information reasonably necessary for Customer to meet its own notification obligations. This Section applies only to data in VisionAery's possession or control; security of Customer's deployment environment remains governed by Sections 13.1(c) and 21.

21B. INSURANCE

Each party shall maintain, at its own expense, insurance appropriate to its obligations under this Agreement. Where Customer's use involves Biometric Data or safety-critical operations, Customer shall maintain commercial general liability, cyber/privacy liability, and, where applicable, environmental liability coverage in commercially reasonable amounts, and shall furnish a certificate of insurance on VisionAery's reasonable request. VisionAery shall maintain technology errors-and-omissions and cyber-liability coverage in commercially reasonable amounts and shall furnish a certificate on Customer's reasonable request.

22. OPEN SOURCE SOFTWARE

The Licensed Software may incorporate third-party open-source software components governed by their respective license terms ("Open Source Components"). Nothing in this Agreement limits Customer's rights or obligations under the applicable open-source license terms governing such Open Source Components. A list of material Open Source Components and their applicable license terms may be made available by VisionAery upon written request. The presence of Open Source Components does not diminish VisionAery's rights in the Licensed Software as a whole or in any Model Assets.

23. EXPORT COMPLIANCE

The Licensed Software may be subject to United States export control laws and regulations, including the Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce and economic sanctions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"). Customer shall not export, re-export, transfer, release, or otherwise make available the Licensed Software or any component to any person, entity, country, or territory in violation of applicable export control laws, sanctions, or regulations. Customer represents and warrants that it is not: (a) located in, or a resident or national of, any country subject to a U.S. government embargo or comprehensive sanctions program; (b) listed on any U.S. government list of prohibited or restricted parties; or (c) otherwise prohibited from receiving the Licensed Software under applicable law.

24. U.S. GOVERNMENT RIGHTS

If the Licensed Software is acquired by or on behalf of the United States Government, it is "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense. The U.S. Government's rights to use, modify, reproduce, release, perform, display, or disclose the Licensed Software are subject to the restrictions in the applicable provisions of the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). The contractor/manufacturer is VisionAery LLC, 9200 W. Cross Dr. Suite 225, Littleton, Colorado 80123. Where Customer is a state or local governmental entity, provisions of this Agreement that such entity is prohibited by law from accepting apply only to the extent permitted by law.

25. TERM AND TERMINATION

25.1 Term. This Agreement commences upon Customer's acceptance under Section 2.3 and continues until terminated as set forth herein. Subscription Licenses expire at the end of the applicable subscription term unless renewed. Evaluation Licenses expire under Section 7.1. Perpetual Licenses remain in effect until terminated under this Section 25.

25.2 Termination for Cause with Cure. VisionAery may terminate this Agreement or any License upon written notice if Customer materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice describing the breach in reasonable detail. Customer may terminate this Agreement upon thirty (30) days' written notice to VisionAery if VisionAery materially breaches this Agreement and fails to cure within such notice period.

25.3 Immediate Termination without Cure. VisionAery may terminate this Agreement and any or all Licenses immediately upon written notice, without any cure period, if Customer or any person acting on its behalf: (a) engages in Unlicensed Use involving circumvention of Licensing Controls, extraction of Model Assets, reverse engineering, or distribution to any Unauthorized Person; (b) breaches Section 5.1(b), (c), (d), (g), (h), or (l), or Section 7.2; (c) refuses or obstructs an audit or self-certification under Section 10; (d) fails to pay undisputed fees within thirty (30) days after written notice of non-payment; (e) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of bankruptcy or receivership proceedings; or (f) undergoes a change of control described in Section 26.3.

25.4 Effect of Termination. Upon termination or expiration of this Agreement or any License for any reason: (a) all affected Licenses and rights granted to Customer immediately cease; (b) VisionAery will not issue or re-issue Entitlements for the affected Licensed Software; (c) Customer shall within ten (10) business days uninstall the Licensed Software from all affected cameras and destroy or return all copies of the affected Licensed Software, Entitlements, and Documentation in its possession or control; and (d) Customer shall, upon VisionAery's written request, deliver a written certification signed by an officer of Customer confirming such uninstallation and destruction. Termination does not relieve Customer of the obligation to pay any fees accrued prior to termination or any Unlicensed Use Fees, and Customer is not entitled to any refund of prepaid fees upon termination under Section 25.3.

25.5 Continued Use After Termination. Any use of the Licensed Software after termination or expiration, whether or not the Licensing Controls have yet stopped its operation, is Unlicensed Use subject to Section 11.

26. TRANSFERABILITY AND ASSIGNMENT

26.1 Customer. Customer may not assign, transfer, delegate, or sublicense this Agreement or any of its rights or obligations, whether voluntarily, by operation of law, merger, change of control, or otherwise, without VisionAery's prior written consent. Any purported assignment or transfer in violation of this Section is null and void. Licenses are non-transferable except as expressly permitted under Section 4.3 or with VisionAery's written authorization.

26.2 VisionAery. VisionAery may assign this Agreement, in whole or in part, without Customer's consent, to an Affiliate or in connection with a merger, acquisition, change of control, corporate reorganization, or sale of all or substantially all of VisionAery's assets or the business line to which this Agreement relates. VisionAery will provide Customer with written notice of any such assignment.

26.3 Change of Control to a Competitor. If Customer is acquired by, merges with, or comes under the control of a Competitor, Customer shall notify VisionAery in writing within ten (10) business days, and VisionAery may terminate this Agreement and all Licenses upon written notice. In such event VisionAery will refund a pro-rata portion of prepaid subscription fees for the unused portion of the then-current subscription term, which shall be Customer's sole remedy.

27. FORCE MAJEURE

Neither party is liable for any delay or failure in performance under this Agreement (other than payment obligations and obligations under Sections 5, 6, 11, 12, and 20) to the extent such delay or failure results from circumstances beyond such party's reasonable control, including acts of God, natural disasters, epidemics or pandemics, cyberattacks, utility or power outages, acts of government or regulatory authorities, war, terrorism, civil unrest, labor disputes or strikes, or failures of internet or telecommunications infrastructure (each, a "Force Majeure Event"). The affected party shall promptly notify the other party of the Force Majeure Event and use commercially reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than ninety (90) days, either party may terminate the affected Product Order upon written notice.

28. GOVERNING LAW AND DISPUTE RESOLUTION

28.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Colorado and the federal laws of the United States, without regard to conflicts of law principles. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

28.2 Exclusive Venue. Subject to Section 28.3, the parties irrevocably submit to the exclusive jurisdiction of the state courts located in the City and County of Denver, Colorado, and the United States District Court for the District of Colorado, for the resolution of any dispute arising out of or relating to this Agreement or the Licensed Software. Each party waives any objection to venue or personal jurisdiction in such courts.

28.3 Equitable Relief. Notwithstanding Section 28.2, VisionAery may seek emergency injunctive or equitable relief, impoundment, or seizure in any court of competent jurisdiction, including the jurisdiction where the Unlicensed Use is occurring or where infringing copies or devices are located, to prevent irreparable harm, without posting bond or other security and without waiving the right to pursue other remedies.

28.4 Prevailing Party Fees. In any action or proceeding to enforce or interpret this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees, expert fees, and costs, in addition to any other relief awarded. This Section does not limit VisionAery's rights under Section 11.4.

28.5 JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE.

28.6 No Class Actions. Any dispute shall be resolved on an individual basis. Customer shall not bring or participate in any class, collective, or representative action against VisionAery relating to the Licensed Software. If the class, collective, or representative action waiver in this Section is held unenforceable as to any claim, that claim shall be severed and adjudicated in the courts identified in Section 28.2, and the remainder of this Section 28 continues in full force. The jury-trial waiver in Section 28.5 applies to any such severed claim to the fullest extent permitted by law.

29. NOTICES

All formal legal notices required or permitted under this Agreement shall be in writing and are deemed duly delivered: (a) when delivered by hand, upon receipt; (b) when sent by nationally recognized overnight courier (charges prepaid), on the next business day; or (c) when sent by email with written confirmation of receipt, on the date sent. Notices to VisionAery shall be directed to: VisionAery LLC, Attn: Legal, 9200 W. Cross Dr. Suite 225, Littleton, Colorado 80123, support@visionaery.com, or as otherwise specified in the applicable Product Order. Notices to Customer shall be directed to the address specified in the applicable Product Order, the contact information provided at acceptance, or as otherwise designated in writing by Customer. Operational notices,

including license expiration and grace-period notices, may be delivered through the Licensed Software's user interface.

30. GENERAL PROVISIONS

30.1 Entire Agreement. This Agreement, together with all applicable Product Orders, SOWs, the DPA, and documents expressly incorporated by reference, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations, warranties, agreements, and understandings, whether oral or written, relating to the Licensed Software, including any prior end user license agreement under which Customer previously licensed VisionAery-branded software.

30.2 Amendments. No modification, amendment, or waiver of any provision of this Agreement is effective unless made in writing and signed by authorized representatives of both parties. VisionAery may update this Agreement for future versions of the Licensed Software, and Customer's installation of such a version constitutes acceptance of the updated Agreement for that version.

30.3 Waiver. Failure by either party to enforce any provision of this Agreement on any occasion does not constitute a waiver of such party's right to enforce that provision or any other provision on any other occasion.

30.4 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions are not affected. Without limiting the foregoing, if the Unlicensed Use Fee in Section 11.2, or any component or multiplier of it, is held unenforceable as liquidated damages, VisionAery shall be entitled to recover its actual damages, the infringer's profits, statutory damages where available, and all other remedies available at law or in equity, and the remainder of Section 11 continues in full force.

30.5 Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship.

30.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective permitted successors and assigns, except that the Indemnified Parties are intended third-party beneficiaries of Sections 11, 17, 18, 18A, and 19A.

30.7 Interpretation. Section headings are for convenience only. The words "including" and "includes" mean "including without limitation." This Agreement shall not be construed against either party as drafter.

30.8 Electronic Acceptance; No Signature Required. This Agreement is accepted electronically and is not required to be signed by either party. Click-through acceptance, acceptance by conduct under Section 2.3, and Acceptance Records are valid and binding, and neither party shall contest the validity or enforceability of this Agreement on the ground that it was accepted electronically or was not signed.

31. SURVIVAL

The following Sections survive termination or expiration of this Agreement for any reason: Section 1 (Definitions), Section 2.4 and 2.5 (Authority; Integrators and Resellers), Section 4.5 (No License Travels with Hardware), Section 5 (Use Restrictions), Section 5A (Acceptable Use), Section 6 (Licensing Controls and Technical Protection Measures), Section 10 (Verification, Records, and Audit), Section 11 (Unlicensed Use, Infringement, and Enforcement), Section 12 (Intellectual Property and Ownership), Section 14A (Automated Decision-Making Technology), Section 15 (Limited Warranty, solely as to remedies for claims arising prior to termination), Section 16 (Disclaimer of Warranties), Section 17 (Limitation of Liability), Section 18 (Customer Indemnification), Section 18A (VisionAery IP Indemnity), Section 19 (Privacy and Data Protection), Section 19A (Biometric Data and Facial Recognition), Section 19B (Data Processing Addendum), Section 20 (Confidentiality), Section 21A (VisionAery Security), Section 21B (Insurance), Section 23 (Export Compliance), Section 25.4 and

25.5 (Effect of Termination; Continued Use), Section 28 (Governing Law and Dispute Resolution), Section 29 (Notices), and Section 30 (General Provisions).

This Agreement takes effect upon Customer's acceptance under Section 2.3. No signature is required. Exhibit A (Notice of Legal Consequences) follows.

Exhibit A

Notice of Legal Consequences for Unauthorized Use of VisionAery Software

VisionAery LLC — a summary provided for convenience; in the event of conflict, the body of the End User License Agreement controls.

Issued: September 23, 2026 · Applies to: VisionAery Software End User License Agreement v3.1 (Axis ACAP Edition) and later

VisionAery software, including its machine learning models and licensing controls, is protected by United States federal law and by the laws of the State of Colorado. This Notice summarizes the consequences that may follow from copying, sharing, over-deploying, reverse engineering, or defeating the license controls of VisionAery software. It is provided for your information. Your rights and obligations are set out in the End User License Agreement (the "EULA").

1. Consequences under the EULA

Conduct	Consequence under the EULA
Running the software on more cameras than licensed, or on a camera that has no valid license	Unlicensed Use Fee under the graduated schedule in EULA §11.2, plus annual support at list for every year of use, plus VisionAery's investigation and audit costs
Circumventing license controls, extracting models, reverse engineering, or sharing the software or license keys	The willful-conduct Unlicensed Use Fee (3x list) under EULA §11.2(c), plus forfeiture of every VisionAery license you hold, at every site, with no refund and no cure period (EULA §11.3)
Refusing or obstructing a license audit	Unlicensed use is presumed to equal every camera on the site capable of running the software minus licensed cameras, unless you prove otherwise with records (EULA §10.6)
Any of the above	Reimbursement of VisionAery's attorneys' fees, expert fees, and costs (EULA §§11.4, 28.4); court injunction without bond (EULA §11.5); interest at 1.5% per month from the date the unlicensed use began (EULA §11.11)
Individuals who circumvent, extract, or copy	Personal liability for the individual's own acts, joint and several with the customer. The customer must identify the individuals involved on request (EULA §11.8)

2. Civil liability under federal and state law

Statute	What it covers	Remedies available to VisionAery
Copyright Act, 17 U.S.C. §§ 501–505	Unauthorized copying, distribution, or use of the software	Actual damages and the infringer's profits, or statutory damages of \$750 to \$30,000 per work, increased to up to \$150,000 per work for willful infringement; impoundment and destruction of infringing copies and devices; attorneys' fees
Digital Millennium Copyright Act, 17 U.S.C. §§ 1201, 1203	Circumventing license controls, or trafficking in tools, keys, patches, or images that do so	Actual damages or statutory damages of \$200 to \$2,500 per act of circumvention and per device or component; injunction; impoundment; attorneys' fees
Defend Trade Secrets Act, 18 U.S.C. § 1836	Misappropriating models, weights, training methods, or other trade secrets	Injunction; damages for actual loss and unjust enrichment, or a reasonable royalty; exemplary damages up to 2x the award for willful and malicious misappropriation; attorneys' fees; in extraordinary cases, ex parte civil seizure of the property
Colorado Uniform Trade Secrets Act, C.R.S. § 7-74-101 et seq.	Same conduct under Colorado law	Injunction; damages; exemplary damages; attorneys' fees for willful and malicious misappropriation

Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g)	Accessing a protected computer or software without authorization or beyond authorization	Compensatory damages and injunctive relief
---	--	--

3. Criminal liability

VisionAery may refer suspected criminal conduct to federal, state, or local law enforcement and will cooperate fully with any investigation or prosecution (EULA §11.7). The following are federal crimes:

Statute	Offense	Maximum penalty (individual, first offense unless noted)
Criminal copyright infringement, 17 U.S.C. § 506; 18 U.S.C. § 2319	Willful infringement for commercial advantage or private financial gain, or reproduction or distribution above statutory value thresholds	Up to 5 years imprisonment and fines; up to 10 years for a second or subsequent offense
Criminal circumvention, 17 U.S.C. § 1204	Willful circumvention of technological protection measures for commercial advantage or private financial gain	Up to \$500,000 fine and 5 years imprisonment; up to \$1,000,000 and 10 years for a subsequent offense
Theft of trade secrets (Economic Espionage Act), 18 U.S.C. § 1832	Knowingly stealing, copying, or receiving trade secrets for the economic benefit of anyone other than the owner	Individuals: up to 10 years imprisonment and fines. Organizations: fine up to the greater of \$5,000,000 or 3x the value of the stolen trade secret
Computer Fraud and Abuse Act, 18 U.S.C. § 1030	Unauthorized access to a protected computer	Fines and imprisonment ranging from 1 to 10 years depending on the offense and circumstances, and up to 20 years or life if serious bodily injury or death results

4. What VisionAery can prove

VisionAery software keeps records that are treated as business records under the EULA (§11.10). These include the Axis license key state and the camera serial number it is bound to, and the acceptance record stored when the EULA was accepted in the software's web interface.

5. If you have made a mistake

If your organization has installed the software on more cameras than it has licenses for by accident, or discovers that someone has copied or shared the software, the EULA requires you to report it to VisionAery within five business days (§11.9). Voluntary self-reporting before VisionAery discovers the problem is considered in good faith when VisionAery decides whether to reduce Unlicensed Use Fees. Concealment is not, and it also stops the clock on any statute of limitations (§11.12).

Contact: VisionAery LLC, Attn: Legal, 9200 W. Cross Dr. Suite 225, Littleton, Colorado 80123 · support@visionaery.com

This Notice is a summary for convenience. It does not modify the EULA, does not describe every remedy available, and is not legal advice. Statutory figures are current as of the issue date above and are subject to change.