

VIDI VICI TECHNOLOGIES BETA TRIAL SUBSCRIPTION AGREEMENT

This BETA TRIAL SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into as of the date you clicked-through to accept this Agreement (the “**Effective Date**”) by and between VIDI VICI TECHNOLOGIES, INC., a Delaware corporation (“**Vidi Vici Technologies**”) and you.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THE SERVICES DURING YOUR BETA TRIAL SUBSCRIPTION, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO PROVIDE THE SERVICES TO YOU ON A BETA TRIAL SUBSCRIPTION BASIS IF YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY USING THE SERVICES OR BY CLICKING “**I ACCEPT**” BELOW, YOU ARE CONFIRMING THAT YOU UNDERSTAND THIS AGREEMENT, AND THAT YOU ACCEPT ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT, IN WHICH CASE “**YOU**” WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN WE ARE UNWILLING TO PROVIDE THE SERVICES TO YOU, AND YOU MAY NOT USE THE SERVICES.

1. DEFINITIONS. The following terms will have the following meanings: “**Affiliate**” means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under the common ownership or control with a party, where ownership or control is denoted by having more than fifty percent (50%) of the voting power (or equivalent ownership interest) of the applicable entity. “**User**” means either you signing up for the services using your own email address or an individual who is authorized by you to use the Services, for whom you have ordered the Services and who signs up for the Services and creates a User account using a company email address. “**Seats**” means the number of User accounts that you are authorized by VIDI VICI TECHNOLOGIES to create and for whom you have ordered the Services. “**Services**” means the services ordered by You from VIDI VICI TECHNOLOGIES and made available online to you by VIDI VICI TECHNOLOGIES, including any underlying Software and any related documentation made available online to you by VIDI VICI TECHNOLOGIES (“**Documentation**”). “**Software**” means the object-code version of VIDI VICI TECHNOLOGIES’s proprietary enterprise software application. “**Your Data**” means all data or information submitted by you reasonably required for the provision on the Services. “**We**,” “**us**” or “**our**” means VIDI VICI TECHNOLOGIES. “**You**” or “**your**” means the person or company or other legal entity for which such person is accepting this Agreement.

2. SOFTWARE.

2.1 LICENSE GRANT. Subject to the terms of this Agreement, during the Beta Trial Subscription Term, VIDI VICI TECHNOLOGIES hereby grants to you a non-exclusive, non-transferable, worldwide, royalty-free, limited-term license to install, execute, access, and/or use the Software for your business purposes, in accordance with the Documentation, and only for the number of Seats authorized to use the Services.

2.2 RESTRICTIONS. Except with respect to the open source components described herein, VIDI VICI TECHNOLOGIES owns all right, title and interest in and to the Software, and any intellectual property rights associated with it. VIDI VICI TECHNOLOGIES reserves all rights in and to the Software that VIDI VICI TECHNOLOGIES does not expressly grant to you in this Agreement. You agree not to, nor permit nor authorize any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or distribute the Software to third parties; (ii) host the Software for the benefit of third parties; (iii) disclose or permit any

third party to use the Software; (iv) try to avoid or change any license registration process VIDI VICI TECHNOLOGIES may implement; (v) modify or create derivative works of the Software, or merge the Software with other software; (vi) disassemble, decompile, or otherwise reverse engineer the Software or attempt to derive any of its source code, in whole or in part, except to the extent such activities are expressly permitted by law or applicable license notwithstanding this prohibition; (vii) modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation; (viii) otherwise use or copy the Software in a manner not expressly permitted by this Agreement; or (ix) use the Software beyond the applicable Beta Trial Subscription Term. You agree that the Software may transmit usage data to VIDI VICI TECHNOLOGIES, and you agree to give VIDI VICI TECHNOLOGIES permission to use that data both for VIDI VICI TECHNOLOGIES's internal analytics purposes and to monitor the ways you and others are using the Software.

2.3 OPEN SOURCE. The Software contains open source components. As a result, in addition to the proprietary code that VIDI VICI TECHNOLOGIES is licensing to you under this Agreement, your use of the Software may be subject to certain open source licenses. VIDI VICI TECHNOLOGIES will provide you with copies of those licenses upon your request. You agree that you are responsible for complying with the terms of all applicable open source licenses regarding your use of the Software.

3. SERVICE.

3.1 SERVICES. Subject to the terms of this Agreement, during the Beta Trial Subscription Term, VIDI VICI TECHNOLOGIES will make the Services available to You for the number of Seats agreed to by VIDI VICI TECHNOLOGIES solely for Your internal operation and use and pursuant to VIDI VICI TECHNOLOGIES's Privacy Policy available at www.vidiviciTechnologies.com/privacy. You will have sole and exclusive ownership of and access to all content and information posted or shared by your Users using the Services ("**User Data**"). VIDI VICI TECHNOLOGIES will not read, access, or tamper in any way with the User Data without Your prior written consent or as expressly permitted in its Privacy Policy. Notwithstanding anything to the contrary, VIDI VICI TECHNOLOGIES shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and VIDI VICI TECHNOLOGIES will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. VIDI VICI TECHNOLOGIES shall implement and maintain appropriate measures in accordance with generally accepted industry standards to (i) protect against any anticipated threats or hazards to the security or integrity of Your Data and User Data; and (ii) protect against unauthorized access to Your Data and User Data.

4. YOUR USE OF THE SERVICES.

4.1 SEATS AND USERS. The number of permitted Users and Seats will be agreed to and authorized by VIDI VICI TECHNOLOGIES. Only one User can use one Seat at a time; multiple Users are not now allowed to use the same Seat.

4.2 YOUR RESPONSIBILITIES. You will (a) be responsible for Users' compliance with this Agreement and VIDI VICI TECHNOLOGIES's online Term of Service available www.vidiviciTechnologies.com/terms-of-service, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify VIDI VICI TECHNOLOGIES promptly of any such unauthorized access or use, and (c) use the Services only in accordance with the Documentation and all applicable laws and regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions.

4.3 RESTRICTIONS. You will not (a) make the Services available to, or use the Services for the benefit of, anyone other than you or Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Services, or include the Services in a service bureau or outsourcing offering, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein, (f) attempt to gain unauthorized access to the Services or any related systems or networks, (g) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, (h) copy the Services or any part, feature, function or user interface thereof, (i) frame or mirror any part of the Services, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation, (j) access the Services in order to build a competitive product or service, or (k) reverse engineer, disassemble, or decompile the Services.

5. TITLE. VIDI VICI TECHNOLOGIES and its licensors own all rights, title, and interest in and to the Services. Your rights to the Services are limited to the rights expressly granted to you in this Agreement. VIDI VICI TECHNOLOGIES reserves all rights not expressly granted in this Agreement.

6. TERM AND TERMINATION.

6.1 BETA TRIAL SUBSCRIPTION TERM. This Agreement is effective as of the Effective Date and will continue in force till the end of the beta trial for Services associated with “numici 1.0”. Beta trial is expected to last for several weeks from the Effective Date. You will be notified via email two weeks prior to the end of the beta trial.

6.2 TERMINATION. Either party may immediately terminate this Agreement, with or without cause, upon written notice to the other party.

6.3 EFFECT OF TERMINATION. Upon termination or expiration of this Agreement (a) the Beta Trial Subscription Term shall end; (b) all rights to use the Services granted to you hereunder shall immediately terminate; and (c) VIDI VICI TECHNOLOGIES may disable all Seats, and all you and User access to the Services. Those provisions of this Agreement that by their terms or sense are intended to survive termination or expiration of this Agreement will survive and remain in full force and effect, including, without limitation, Sections 6.3, 7, 8, 9, 10, 11, and 12.

7. DISCLAIMER. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIDI VICI TECHNOLOGIES AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR BETA TRIAL SUBSCRIPTION WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE BETA TRIAL SUBSCRIPTION OR EXPORT SUCH DATA BEFORE THE END OF THE BETA TRIAL SUBSCRIPTION TERM.

8. LIMITATION OF LIABILITY.

8.1 NO CONSEQUENTIAL OR RELATED DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIDI VICI TECHNOLOGIES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR

OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 LIMITATION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIDI VICI TECHNOLOGIES'S TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT WILL NOT EXCEED \$100.

8.3 BASIS OF BARGAIN. You understand and agree that VIDI VICI TECHNOLOGIES has provided you with a free beta trial subscription to use the Services and entered into this Agreement with you in reliance upon the limitations of liability set forth in this Agreement, which allocates risk between the parties and forms the basis of a bargain between the parties.

9. INDEMNIFICATION. You shall indemnify, defend, and hold harmless VIDI VICI TECHNOLOGIES, and its parent companies, subsidiaries, Affiliates, stockholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees and legal costs, which will be reimbursed as incurred) of any kind or nature, arising from or relating to (a) your use of the Services, including the use of the Services by any Users, (b) your or any User's breach of any representation, warranty, covenant, or obligation under this Agreement, or (c) your or any User's actual or alleged negligence or misconduct. You may not settle any indemnified claim against VIDI VICI TECHNOLOGIES unless the settlement unconditionally releases VIDI VICI TECHNOLOGIES of all liability. VIDI VICI TECHNOLOGIES may participate in the defense of any indemnified claim at its expense. VIDI VICI TECHNOLOGIES, at your expense, may undertake and control the defense of any indemnified claim in the event of the material failure of you to undertake and control the same.

10. CONFIDENTIALITY. Each party (a "**Receiving Party**") understands that the other party (the "**Disclosing Party**") may share certain information of a confidential nature during the Beta Trial Subscription Term. "**Confidential Information**" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, that should reasonably have been understood by the Receiving Party due to legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Disclosing Party, including, without limitation, source code for the Services; any other non-public source code of either party; and any non-public product, service, technical, marketing, business, financial, or other information. The Receiving Party agrees, for itself and any Affiliate, agents, and employees, that it will not publish, disclose, or otherwise divulge or use (other than as expressly permitted under this Agreement) any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party in each instance. Each party will use at least the same level of care to maintain the confidentiality of the other party's Confidential Information as it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. Without granting any right or license, the Disclosing Party agrees that the foregoing will not apply with respect to information that the Receiving Party can document (a) is in the public domain and is available at the time of disclosure or which thereafter enters the public domain and is available, through no improper action or inaction by the Receiving Party or any Affiliate, agent, or employee (provided, however, that an item of Confidential Information shall not be considered in the public domain due to the fact that the individual elements that comprise that item can be found in the public domain); (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it by a third party without violating any obligations to the Disclosing Party; (d) is independently developed by the Receiving Party without reference to such Confidential Information; or (e) is compelled to be disclosed pursuant to any statutory or regulatory authority, court order, or legal process, provided the Disclosing Party is given prompt notice of such requirement and the scope of such disclosure is limited to the extent possible.

11. GOVERNING LAW AND JURISDICTION. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to any principles of conflict of

laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the San Francisco County, California and the parties irrevocably consent to personal jurisdiction and venue therein.

12. MISCELLANEOUS.

12.1 ASSIGNMENT. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.2 SEVERABILITY. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed will be deleted and the remaining provisions of this Agreement will continue in full force and effect.

12.3 NOTICES. All notices provided hereunder will be in writing, delivered personally, by e-mail or sent by overnight courier, registered or certified mail to the last known addresses of the parties or such address as may be specified in writing by notice given in accordance with this Section 13.3. All such notices will be deemed to have been given: (a) upon receipt when delivered personally; (b) upon receipt when delivered by e-mail; or (c) in the case of overnight courier, one weekday after delivery to the overnight courier.

12.4 WAIVER. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.5 FORCE MAJEURE. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure, and power failures.

12.6 INDEPENDENT CONTRACTORS. VIDI VICI TECHNOLOGIES and you are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship between VIDI VICI TECHNOLOGIES and You.

12.7 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed an original, and all of which together will constitute one and the same agreement. Facsimile and electronic (e.g. PDF) signatures shall be as effective as original signatures. This Agreement shall be effective only after it has been duly executed by both parties.

12.8 AMENDMENTS; ENTIRE AGREEMENT. No modification, change, or amendment of this Agreement shall be binding upon the parties, except by mutual express consent in writing of subsequent date duly signed by the authorized representatives of each of the parties. This Agreement

constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. The terms of any purchase order, written terms or conditions, or other document that you submit to VIDI VICI TECHNOLOGIES that contain terms that are different from, in conflict with, or in addition to the terms of this Agreement are hereby rejected by VIDI VICI TECHNOLOGIES, and will be void and of no effect.