

## **Subscription Agreement**

This Subscription Agreement (“Agreement”) is made and entered into by and between Company and Customer (each a “Party”) and together the “Parties”), as defined in the Order Form (Order) attached above or entered into by Company and Customer separately. This Agreement is effective as of the Order Effective Date, as specified in the first Order entered into by the Parties (the “Effective Date”).

A. The Company develops and commercializes a cloud-based platform and related services for Weapon detection, including Software-as-A-Services (SAAS) functionality, and other related software and services; and

B. Company and Customer desire to enter into this Agreement to enable Customer to receive certain services and license certain software from Company under this Agreement as specified in one or more Orders and/or SOWs.

***In consideration of the mutual promises and covenants set forth in this Agreement, the Parties, intending to be legally bound, hereby agree as follows.***

**1. Definitions.**

1.1 Definitions. Unless specifically defined below, capitalized terms are defined in Schedule A below.

**2. Subscription Services and Professional Services.**

2.1 License. Subject to Customer’s compliance with this Agreement, Company grants to Customer a non-exclusive, non-assignable (except as permitted in Section 8.3 below) license to receive the Subscription Services from Company, and to use the Subscription Services described in each Order, in the form provided by Company, during the applicable Subscription Term specified in that Order, and subject to any additional limitations specified in each Order. The foregoing license includes the right for Customer to permit the Authorized Users to receive, access and use the Subscription Services within the scope of the foregoing license granted to Customer, and otherwise subject to this Agreement. The licenses granted herein (and the related payment obligations) commence on the Effective Date unless the Order states otherwise. The Customer acknowledges and agrees that the Equipment delivered and setup as part of the Platform Setup Services (as defined below) contains preinstalled Software providing access to the Subscription Services even if the monitoring Services commence following the delivery of the Equipment and/or the Effective Date.

2.2 Weapon Detection and Image Screening. As part of the Subscription Services, upon receiving an Image from the Equipment, Company will provide the following services to Customer:

(a) Promptly after receiving such Image from the Equipment, the Operator will view the Image in an attempt to determine if the Image portrays someone with a Weapon. If the Operator determines that there is reasonable cause to conclude that the Image portrays someone with a Weapon, the Operator will initiate an Alert and transmit Data to the Authorized Users in accordance with the Company’s then current policies, procedures or practices and thereafter continue to transmit such additional Alerts and Data as may be received from the Equipment. Company will transmit all Alerts and Data in accordance with the Company’s then current policies, procedures or practices applicable to the transmission of Alerts and Data.

(b) If after reviewing the Image received from the Equipment the Operator determines that there is reasonable cause to conclude that the Image does not portray someone with a Weapon, Operator will take no further action (other than to log the Image). Operator will make all such determinations in Operator’s sole and absolute discretion.

2.3 Updates and Security. Company may update the Subscription Services and the applicable specifications from time to time, including to improve or add new functionality to the Subscription Services, or to reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party services or content (as defined below). Customer will reasonably cooperate with Company to help secure the Subscription Services as requested by Company from time to time, including to help Company install security patches and deploy other risk mitigation or prevention techniques. Company may suspend Customer’s access to the Subscription Services at any time in case of actual or suspected security risks or threats to the Subscription Services, in which case Company will notify Customer of the respective issue as soon as reasonably possible.

2.4 Use of Services. Customer will not itself, and will not permit others to: (a) use the Subscription Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain

letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Subscription Services; (c) perform or disclose any performance or vulnerability testing of the Subscription Services without Company's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Subscription Services; (d) use the Subscription Services to perform cyber currency or crypto currency mining, (e) share passwords among Authorized Users, or otherwise permit more than one Authorized User to access the Subscription Services using a single corresponding account, ((a) through (e) collectively, the "Use Policy"). In addition to its other rights and remedies under this Agreement, Company has the right to take immediate remedial action if Customer violates or permits the violation of the Use Policy, including to remove or disable access to material that violates the Use Policy. It is agreed that the Company may use Data related to Customer's account, in connection with the Company providing the Subscription Services. Customer further agrees that the Company may copy, store, process, analyze and display such Data relating to Images through the Subscription Services and hereby grants to the Company an irrevocable, non-exclusive, transferable, royalty-free, right and license to use Data relating to Images for the purposes of improving or validating the performance of the Subscription Services. The Company at its option reserves the right to retain Data being accessed or received by the Subscription Services at its discretion. Customer will ensure that all passwords and all access to the accounts held by Authorized Users within the Subscription Services are kept secure and confidential, and Customer will be responsible for all access and losses that may occur to the extent caused by security lapses, failure to keep confidential access credentials, or other misconduct by Authorized Users.

2.5 Third Party Services. The Subscription Services may rely on technology or services not provided by Company (e.g., the Customer's computers or network infrastructure, data transmissions over the Internet or local networks, and other factors outside the control of Company) ("Third Party Services"). Consequently, Customer assumes the risk that certain functionalities of the Subscription Services may not be available from time to time to the extent that such functionalities rely on Third Party Services. Company shall have no liability in connection with this Agreement for any loss in functionality of the Subscription Services to the extent such loss is caused, directly or indirectly, by Third Party Services.

2.6 Customer Obligations. Customer will comply with Schedule B (Customer Responsibilities).

2.7 Professional Services. Company shall use commercially reasonable efforts to perform the Professional Services as set forth in applicable mutually executed Orders and/or SOWs. Each such Order and/or SOW, as applicable, will include, at a minimum: (a) a description of the scope of Professional Services, (b) any work product or other deliverables to be provided to Customer (each a "Deliverable"), (c) the schedule for the provision of Professional Services, and (d) the applicable fees and payment terms for such Professional Services. All SOWs shall be deemed part of and subject to this Agreement. If there is any inconsistency between an SOW and this Agreement, this Agreement shall control. If either Customer or Company requests a change to the scope of Professional Services described in a SOW, the party seeking the change shall propose such change by written notice. Promptly following the other party's receipt of the written notice, the parties shall discuss and agree upon the proposed changes. Company will prepare a change order document describing the agreed changes to the SOW or Order and any applicable change in fees and expenses (a "Change Order"). Change Orders are not binding unless and until executed by both Parties. Executed Change Orders shall be deemed part of, and subject to, this Agreement. Company and Customer shall cooperate to enable Company to perform the Professional Services according to the dates of performance and delivery terms set forth in each Order or SOW, as applicable. In addition, Customer shall perform any Customer obligations specified in each Order and SOW. In the event the Professional Services are not performed in accordance with the terms of the applicable SOW, Customer shall notify Company in writing no later than thirty calendar days after performance of the affected Professional Services by Company. Customer's notice shall specify the basis for non-compliance with the Order or SOW, as applicable, and if Company agrees with the basis for non-compliance, then at Company's sole option, Company shall re-perform the Professional Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Deliverable or Professional Service. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE PROFESSIONAL SERVICES. Without limiting the foregoing, each initial Order shall include, as part of the Professional Services, the Platform Setup Services (as defined below). Promptly following the execution of an initial Order, if specified in such Order and subject to the payment of the Platform Fee specified therein, Company shall promptly deliver to the location designated on the Order the Equipment specified thereon and shall perform those acts that are reasonably necessary to onboard the Customer onto the Subscription Services (collectively, the "Platform Setup Services").

### 3. **Financial.**

3.1 Fees. The fees for Subscription Services and the Platform Setup Services are set forth in applicable Orders and/or SOWs entered into by Company and Customer.

3.2 Payments. Payments will be made in accordance with Sec. 5.10.1 of the State of Illinois Participating Addendum to NASPO ValuePoint Master Agreement No. AR2472 (State of Illinois Contract No. 18-510CPOGS-CPOGS-P-1938).

3.3 Scope of Use. Customer will limit use of the Subscription Services in accordance with any limitations specified in each Order, including any limits on the number of Authorized Users. If Customer exceeds the number of Authorized Users specified in an Order, Company has the right to block access to the Subscription Services by the additional Authorized Users, or to invoice Company for the additional number of Authorized Users. Customer will pay all amounts invoiced by Company under this Section 3.3 within thirty days of receiving the invoice.

3.4 Taxes. Prices specified under this Agreement are net of taxes. To the extent any taxes and other charges (including sales and use taxes, withholding taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts and other government-imposed surcharges) ("Taxes") are applicable to the payments made by Customer to Company under this Agreement, Customer will be responsible for those Taxes and will pay them to the appropriate authorities. Customer will reimburse Company for any such Taxes that Company may pay on behalf of Customer. Company will reasonably cooperate with Customer to help the Customer obtain evidence of Tax payments under this Agreement to the extent Customer needs such evidence to claim tax credits. Each Party is responsible for its own respective income taxes.

3.5 Payment Logistics. For any payment for which a specific payment arrangement is not made in writing by the Parties in connection with the corresponding Order, provision of Subscription Services will require advanced credit card or ACH payment. If for Customer's convenience Customer provides to Company a credit card number on file or an electronic account, Customer gives Company permission to automatically charge that credit card or account for future payments and charges corresponding to Subscription Services that are purchased, received or otherwise authorized by Customer in connection with this Agreement, including for ongoing Subscription Services to which Customer subscribes; Customer may revoke Company's authorization to automatically charge Customer's credit card or account at any time by notifying Company in writing of such revocation. In addition to its other rights, Company reserves, until full payment has been received, a security interest in all hardware deliverables provided to each Licensee. Customer agrees to execute any document appropriate or necessary to perfect the security interest of Company, or in the alternative, Company may file this Agreement as a financing statement and/or chattel mortgage.

3.6 Currency. Unless otherwise agreed in writing by the Parties, all amounts under this Agreement are stated and calculated, and will be paid in United States Dollars (\$ U.S.) to a bank account designated by Company in the USA.

#### **4. Intellectual Property**

4.1 Ownership and Reservation of Rights. Except for the right to use the Subscription Services in accordance with Section 2, Company owns and will retain all right, title and interest in and to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all such Subscription Services, Software and other technology. Company will retain ownership of its own respective technology (including software and hardware), services and IP Rights. The Company shall be the sole owner of any IP Rights and new work product that relate to Company's technology and services (including the Subscription Services and Software), including any improvements, modifications or extensions of such technology and services, or that are otherwise developed by Company in connection with any other services performed by Company for Customer in connection with the Subscription Services. Neither Party intends to grant, and neither Party does actually grant in connection with this Agreement any license or other right that is not expressly stated in this Agreement with respect to any IP Rights, Subscription Service, or Software, whether by implication, statute, inducement, estoppel or otherwise, and Company and Customer each hereby reserves all of its rights other than the rights expressly granted in this Agreement. Customer hereby assigns to the Company any IP Rights developed by the Customer with respect to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all such Subscription Services, Software and other technology. Each Party will reasonably collaborate with the other Party to assist the other Party to perfect its ownership and rights to any IP Rights assigned to the other Party under this Agreement.

#### **5. Confidentiality.**

5.1 Each Party will comply with the confidentiality obligations in Schedule C (Confidentiality).

#### **6. Warranties and Disclaimers**

6.1 Warranties. With respect to each Subscription Service made available by Company to Customer under an Order, Company warrants to Customer that the respective Subscription Service (excluding Third Party Services) will operate substantially in accordance with Company's applicable documentation made available by Company to Customer. The foregoing warranty in this Section 6.1 will remain in effect for the duration of applicable Order.

6.2 Performance. Each Party warrants and represents that it is a corporation or other legal entity duly organized, validly existing and in good standing with the applicable authorities, and that it has all necessary corporate power and authority to execute and deliver this Agreement and each Order executed by it, and perform its obligations under this Agreement and such Order.

6.3 Compliance with Laws. The Company will at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, cities within the CTA's service area, CTA and other local government agencies, as amended, whether or not they appear in the Agreement, and to the extent that they may in any manner affect the scope of Company's responsibilities and performance of the Agreement. The Company will not be liable for third-party claims arising out of the placement of the CTA's cameras, actions of the CTA personnel, or the CTA's non-compliance with applicable employment and privacy laws. Customer will comply with all applicable laws and regulations while using the Subscription Services in connection with this Agreement, including any employment and privacy laws applicable to the Customer's personnel whose data may be processed through the Subscription Services.

6.4 Licenses and Permits. The municipality where a Premises is located may require a license, permit or other approval for the use of the Subscription Services. Customer is solely responsible for complying with such obligations and providing Company with any then current license, permit number or approval. Company makes no promise of the installation of any Equipment or commencement of the Subscription Services by any particular date and shall not be liable for any loss, damage or expense resulting from any delay. Title in the Equipment shall remain with the Company at all times. Customer shall, at Company's expense, take all reasonable action required by Company to further evidence and maintain Company's rights in and to the Equipment. Customer warrants to Company that Customer will comply with Schedule B.

6.5 Mutual Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, THE COMPANY, DOES NOT PROVIDE ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, TO THE CUSTOMER OR TO ANY THIRD PARTY, WITH RESPECT TO ANY PRODUCTS OR SERVICES (INCLUDING SAAS PLATFORM, PROFESSIONAL SERVICES SOFTWARE OR CONTENT), AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE OR USAGE. As Customer's sole and exclusive remedy for any warranty breach under this Section 6.5, Company will make commercially reasonable efforts to address any material deviations from the applicable Company documentation that may occur in the operation of SAAS Platform and to work with Customer in good faith to address such deviations.

7. Mutual Limitations. Neither Party will be liable for any costs of procurement of substitute deliverables or other products or services, nor for any indirect, special, incidental, exemplary or consequential damages of any kind arising in connection with this Agreement, even if it has been advised of the possibility of such loss, and notwithstanding any failure of essential purpose of any limited remedy. This exclusion includes any liability that may arise out of third-party claims. Except for (A) the obligation to pay the fees due for SAAS Platform in the normal course of this Agreement, (B) losses covered by proceeds of insurance carried pursuant to this Agreement, and (C) Contractor's or its employees' or independent contractors' reckless misconduct or gross negligence, under no other circumstances shall the total and aggregate liability arising out of or related to this Agreement and all Quotes, regardless of the forum and regardless of whether type of cause of action or claim exceed for either Party at any point in time the total amount paid to Company under this Agreement. Each Party acknowledges that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy. Term and Termination

7.1 Term.

(a) This Agreement becomes effective on the Effective Date and will continue in effect until terminated in accordance with this Section 7 ("Term").

7.2 Termination.

(a) Termination for Convenience. Either Party may terminate this Agreement or any Order or SOW, in whole or in part, at any time, by giving prior 60-day written notice of termination to the other Party, except that neither Party may terminate for convenience (i) any Order, before the end of all Subscription Terms defined in that Order, or (ii) this Agreement, until all Subscription Terms included in all Orders have expired.

(b) Termination for Cause. This Agreement may also be terminated immediately, by written notice, (i) by either Party in the event of a material breach of this Agreement by the other Party if the circumstances that led to such breach remain uncured for 30 days from receipt of written notice of default, or (ii) by either Party if the other Party ceases to do business, makes an assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or other insolvency proceeding.

7.3 Effect of Termination. The provisions of Sections 1, 3 (to the extent payments remain due after the termination or expiration date), 4, 5, 6.5, 6.6, 7.3 and 8 and Schedules A and D will survive any termination or expiration of this Agreement.

## 8. General

8.1 Insurance. During the term of this Agreement and for at least one year after any termination or expiration of this Agreement, the Company will maintain insurance policies with financially sound and nationally reputable insurers rated A-VII or better by A.M. Best Company as follows: (a) Commercial General Liability Insurance with limits of at least \$1 Million per occurrence and at least \$2 Million in the aggregate; (b) Workers' Compensation and Employers' Liability Insurance, of the type and amount required by laws and regulations applicable to that Party under this Agreement; and (c) coverage for Cyber and Privacy liability arising out of technology services, including invasion of privacy violations and data security breach of networks that are under that Party's control, with a limit of at least \$1 Million per occurrence and at least \$1 Million in the aggregate. The Company will provide the CTA with certification of such insurance upon request.

8.2 Publicity; Use of Name. Company may publish, advertise or otherwise make known the existence of this Agreement, including, without limitation, Customer's use of the Services. Company shall have the right to state factually on any of its websites and other advertising or promotional materials that Customer is a customer of the Company without seeking prior approval from Customer.

8.3 Assignment. Neither Party may assign this Agreement or any Order without the express consent of the other Party, except that either Party may assign this Agreement (together with all Orders) without the need to obtain such consent in connection with a corporate reorganization or a sale or transfer of all or substantially all of its stock, assets or business relating to this Agreement, provided that the assignee agrees to assume this Agreement and be bound by its terms.

8.4 Notices. All notices or other communications relating to the performance, enforcement, or other legal aspects of this Agreement will be in writing and will be personally delivered or sent by overnight courier service to each Party, as applicable, at the address set forth in the preamble of this Agreement or in a relevant Order. Any other communications between Customer and Company, including relating to the technical and business collaboration under specific Orders or SOWs, may be conducted over telephone, email, or by other means reasonable under the circumstances and mutually acceptable to Customer and Company.

8.5 Relationship of Parties. The Agreement does not create and will not be construed as creating any relationship of agency, franchise, fiduciary duty, partnership, or employment between the Parties. Accordingly, neither Party will have the authority, either express or implied, to make any contract, commitment or representation, or incur any debt or obligation on behalf of the other Party. This Agreement and relationship are not exclusive for either Party.

8.6 Applicable Law and Venue. Governed by Sec. 25 of the CTA Rider to State of Illinois Contract No. 18-510CPOCOGS-P-1938.

8.7 Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, in the event of a breach under Schedule C (Confidentiality), each Party, without limiting any of its other respective rights or remedies, will be entitled to specific performance and injunctive and/or equitable relief, in addition to other remedies afforded by law, to protect its interests.


8.8 Force Majeure. Each Party will be excused from performance and will not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of that Party, including but not limited to, war (whether an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, actual or threatened act of terrorism or of any other public enemy, hacking or other cyber-attacks, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labor dispute, accident, defaults or suppliers, fires, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failures.

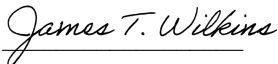
8.9 Construction. For purposes of this Agreement, unless otherwise required by the context: the singular number will include the plural, and vice versa; the verb "may" indicates a legal right to perform the respective activity but does not establish a legal obligation to perform that activity; and the words "include," "including" and "for example," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement are for convenience of reference only and will not be referred to in connection with the construction or interpretation of this Agreement. English is the official language of this Agreement. This Agreement may be translated and/or executed in languages other than English, but the Parties agree that the English version will control. Each Party waives any rights that it may have under the laws of any country or jurisdiction to have this Agreement written in any local language, or interpreted or superseded by local law in those countries.

8.10 Miscellaneous. No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and executed by authorized representatives of each Party, except as otherwise expressly provided in this Agreement. This Agreement includes all of the attached Schedules, and all such Schedules are expressly incorporated and made a part of this Agreement. This Agreement supersedes all prior agreements and understandings, including oral representations, between the Parties relating to its subject matter. In case of any discrepancy between this Agreement and any SOW, Purchase Order, Quotation or other document, the terms of this Agreement will prevail. Waiver of breach of any provision of this Agreement on any occasion will not be deemed a waiver of that provision or of any other provision on any other occasion, nor will such waiver affect the right of either party to terminate this Agreement. If any provision in this Agreement is held to be invalid or unenforceable for any reason, such provision will, to the extent of such invalidity or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other clause in this Agreement, and the provision will be replaced with a provision which, to the extent permitted by applicable law, achieves the purposes intended by the invalid or unenforceable provision. This Agreement may be executed in counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Subscription Agreement to be executed as of the Effective Date.

\_\_\_\_\_  
  
(Customer)  
Signature: \_\_\_\_\_  
Name: Kevin Ryan  
Title: Vice President, Security  
Date: June 7, 2024

**ZEROEYES, INC.**  
  
Signature:   
Name: JT Wilkins  
Title: SVP of Sales  
Date: 6/7/2024

## **Schedule A**

### **Definitions**

1. “Alert” means Data (including photographic images) the Company sends to Authorized Users (including Responders) if the Image Screening Service indicates the presence of a Weapon at the Premises.
2. “Authorized User” is an individual authorized by Customer to access the Subscription Services on behalf of Customer and for the Customer’s internal business purposes, and otherwise in accordance with this Agreement. Examples of Authorized Users include, without limitation, employees of the CTA assigned to administer and manage the Services on behalf of the CTA under this Agreement, Chicago Police Department (CPD), and City of Chicago Office of Emergency Management & Communications (OEMC).
3. “Data” means any form of data or information obtained, accessed or received via the Subscription Services, including any Alerts, Images, other video or audio and data relating to the Customer accounts.
4. “Equipment” means any equipment installed at a Premises to enable Customer to access and use the Services. Equipment may include video cameras, video management system, DVR, NVR and any similar or related systems, software or equipment installed at the Premises or that otherwise function as, or comprises a part of, such system, software or equipment (no matter where located), including any LAN or other network used to transmit or receive Data or Images.
5. “Go Live Date” means the earlier of the date when the Subscription Services are available for use by the Customer or within 30 days after the Effective Date under the Order Form.
6. “Image” means those still photographic images of a Weapon and contiguous images that the Operators and the Authorized Users may receive and review as part of the Subscription Services.
7. “IP Rights” means any and all intellectual property rights anywhere in the world, including all (a) patents, including utility patents, design patents, utility models, industrial designs, statutory registrations and all other equivalent or similar rights anywhere in the world in inventions and discoveries, together with any applications thereof (“Patents”), (b) copyrights and all other similar rights in Software, documentation, and other works of authorship (“Copyrights”), (c) mask work rights, (d) trade secrets rights and other similar rights in oral and written confidential information, know-how, documentation, technology and Software (“Trade Secrets”), (e) rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefore (“Trademark Rights”), (f) rights in mask works, chip topographies, and chip or product layouts and designs; (g) rights in all moral and economic rights of authors and inventors, however denominated; and (h) any other similar, corresponding or equivalent rights to any of the foregoing related to any technology, hardware, software or services.
8. “Monitoring Facility” means the facility at which Operators review Images as part of the Subscription Services.
9. “Operator” means Company’s employees or subcontract personnel at the Monitoring Facility who provide the Image Screening Service.
10. “Premises” means each premises for which Customer purchases any Subscription Services from Company.
11. “Professional Services” means implementation, training or consulting services that Company may perform as described in an Order and/or SOW executed by the Parties.
12. “Responder” means any emergency responder, including any police or other sworn officer, any school resource officer or any medical responder.
13. “Subscription Services” means services made available by Company to Customer under this Agreement on a recurring basis, as specified in an Order. Subscription Services may include SAAS services, API access, and other cloud-based services.
14. “Subscription Term” means, with respect to each item of Subscription Services included in each Order, the term specified in that Order for that item of Subscription Services.
15. “Order” means each order form entered into by the Parties and referencing this Agreement. Orders may be submitted and accepted electronically or in writing.
16. “SAAS” means Software-as-a-Service offerings, as generally known in the industry.
17. “Services” means any Subscription Services and any other services provided by Company to Customer under this Agreement, as particularly specified in an Order or in an SOW.



18. “Software” means (i) computer software and code, in the form made available by Company (whether in source code or object code), including any and all software implementations of algorithms, models and methodologies, assemblers, scripts, macros, applets, compilers; development tools, design tools and user interfaces; (ii) databases and compilations, including any and all data (including technology, image and sound data), whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing. Examples of Software include cloud-based Software providing SAAS functionality, mobile apps, client device software, edge computing software modules, and applicable programming interfaces (APIs).

19. “Statement of Work” or “SOW” means each document entered into by the Parties and referencing this Agreement setting forth Professional Services to be performed hereunder. SOWs may be submitted and accepted electronically or in writing.

20. “Weapon” means a handgun or a rifle.

## Schedule B

Customer Responsibilities

Customer will comply with the following:

1. Connectivity. Customer will ensure that (a) the Equipment has adequate and continuous power and Internet connection, (b) Customer and its Authorized Users use an Internet browser meeting the requirements specified by Company to access and use the Subscription Services, and (c) the Equipment is able to acquire, process and transmit Images in real time to Company and Operators. Customer understands that if Internet is not reliable or is not available for any reason, the Equipment will not be able to send Images as necessary for the Subscription Services, and the Subscription Services, including **Weapon** detection, would be correspondingly affected or made impossible. Customer agrees to comply with the provisions of this Section 1 of Schedule B to enable Go Live Date no later than 30 days after the Order Effective Date.
2. Data is Necessary to the Subscription Services. Company is able to provide the Subscription Services only if Operators timely receive Data and Images at the Monitoring Facility. Video received from cameras may be affected by any number of circumstances, including darkness or limited light, sunlight, spotlights, atmospheric conditions, the condition of the camera, including the lens, age and quality, camera location and positioning and system settings as well as issues respecting the Equipment or the transmission of video on the Equipment. Transmission of Data and Images from the Equipment, regardless of the communications equipment or communications Subscription Services used, may be interrupted, circumvented or otherwise compromised for any number of reasons. If the communications equipment or communications service is inoperative or interrupted by any cause, there will be no indication of an interruption unless Customer elects to use and pay for technology that detects and reports such an interruption. Customer may also elect to use redundant or back-up communication equipment or communications service. The accuracy of any location-based functionality may be limited and may not permit others to identify the location of the subject precisely or at all. Customer agrees to comply with the provisions of this Section 2 of Schedule B to enable Go Live Date no later than 30 days after the Order Effective Date.
3. Certain Customer Responsibilities. Customer is solely responsible for (i) maintaining adequate data privacy and cyber-liability protections for all of Customer's systems, including the Equipment and any local area network or other networks, owned or otherwise used by Customer, including after the time in which Customer may have modified (or caused others to modify) network settings to permit Company to provide the Subscription Services; (ii) each Authorized User's use of and access to the Subscription Services; (iii) ensuring that Company has reasonable access to the Equipment when Company personnel (or subcontractors) are on a Premises to perform any work, including the installation, servicing or removal of the Equipment from the Premises; (iv) the receipt and use of any Alerts, Images, video, audio or other Data from the Subscription Services by an Authorized User or any other person or entity, including any Responder; (v) providing (a) appropriate and adequate electrical power for the Equipment; and (b) a safe, fully-secure and otherwise adequate physical location for the Equipment at the Premises, including a location within the Premises that satisfies the requirements of any manufacturer or seller of the Equipment, including any requirements respecting the environment in which the Equipment is located; (vi) providing adequate (a) security measures to prevent access to the Equipment from persons not authorized for such access and (b) communications equipment and communications Subscription Services with sufficient bandwidth, network stability and access to the Internet for the Equipment and the Subscription Services to permit the Data and Images to be transmitted via a safe, fully-secure and otherwise adequate connection to the Internet to permit the Equipment and Subscription Services to operate as intended; and (vii) providing (a) each Authorized User adequate instructions and training regarding the Subscription Services and (b) persons who may be on the Premises from time-to-time adequate instruction, training, practice and drills respecting one or more appropriate course of action or steps to take in the event a person with a Weapon approaches or enters a Premises, including shelter in place drills. Customer will take all steps necessary to protect and maintain the Equipment during the Term of this Agreement and will be solely responsible for any damage or destruction of the Equipment while at the Premises.
4. The Equipment. Customer alone is responsible for each of the following items, either by performing the requirements of such items or causing another person or entity to do so: (i) the operation of the Equipment in accordance with the requirements of any applicable manufacturer or service provider; (ii) testing the Equipment's transmission of Data

to the Monitoring Facility from time-to-time (at least monthly) and each time after the installation, replacement, modification or repair of any communications equipment or communications service; (iii) confirming that the communications equipment or communications Subscription Services are compatible with the Equipment, including after any communications change; (iv) maintaining the Equipment, including any cameras, all peripherals, including cabling or environmental protections in good working order so that the Equipment (including each camera within the Equipment) (a) operates as intended and consistent with the requirements of the Subscription Services and (b) meets Company's then-applicable requirements for cameras and video. Customer is solely responsible for all aspects of the Equipment, including the design, configuration, installation and use of the Equipment.

## **Schedule C**

### **Confidentiality**

1. **Confidential Information** means any information disclosed by either Party to the other Party in connection with this Agreement (each a “Discloser” or “Recipient” of Confidential Information, as applicable). Confidential Information includes all information that is communicated orally, or that is in written, electronic, graphic, machine readable or in other tangible form, provided that such information is identified as “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature, or that it should be reasonably known under the circumstances as being confidential. Confidential Information will include all technology, technical and business information, and all other tangible items and electronically stored data, including materials, formulations, compositions, prototypes, structures, designs, software, documentation, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, manuals, specifications, flow charts, web pages, customer lists, test cases, customer support information, electronic and other data, tangible embodiments of technical or business data, marketing collateral, market requirement documentation, R&D development specifications, protocol specifications, and any other similar technology, information, data, materials and tangible or intangible items. The Subscription Services and any modifications or extensions made in connection with this Agreement will be the Confidential Information of Company. The Licensee’s technology, and any modifications or extensions made in connection with this Agreement to Licensee’s technology, will be the Confidential Information of the respective Licensee. Notwithstanding the foregoing, Confidential Information will exclude any information that (i) was at the time of disclosure, or later becomes generally known and available in the public domain, through no fault of the Recipient; (ii) was known to the Recipient at the time of disclosure; (iii) is publicly disclosed with the prior written approval of the Recipient; (iv) was, or is later independently developed by the Recipient without any use of the Discloser’s Confidential Information; or (v) becomes known to the Recipient from a source other than the Discloser and not in violation of the Discloser’s rights.

2. **Obligations**. With respect to any Confidential Information disclosed under this Agreement by Discloser, (a) Recipient will treat such Confidential Information as confidential and will handle it using at least the same procedures and degree of care which it uses to prevent the misuse and disclosure of its own confidential information of like importance, but in no event less than reasonable care, (b) Recipient will only use such Confidential Information as expressly permitted under this Agreement and only to the extent necessary, and (c) Recipient will not disclose any such Confidential Information to any of its employees, consultants or other individuals or entities except to the extent necessary for the purposes of this Agreement and subject to confidentiality and nonuse obligations at least as protective of the Discloser as those set forth in this Agreement (in which case Discloser will remain responsible for any noncompliance by such employees, consultants or other individuals or entities). Recipient further agrees to keep confidential the terms of this Agreement. Recipient will not reverse engineer, disassemble or decompile any Subscription Services or other technology made available by the Discloser under this Agreement, except to the extent that this clause is not enforceable under applicable laws.

3. **Consumer Data**. Customer will own all data collected from the Customer’s Premises through Images and processed using the Subscription Services under this Agreement (such data “Operational Data”). Customer will comply with all applicable privacy laws in the course of collecting, storing and using the Operational Data. Customer grants to Company a perpetual and irrevocable license, with the right to sublicense to Company’s affiliates, to use the Operational Data in connection with Company’s business, including to assist Customer to configure and use the Subscription Services, and to provide to Customer the analytics, sales reporting and other services available in the Customer’s cloud-based administrative portal. Additionally, Company may use Operational Data in an aggregate and anonymized format (without uniquely identifying individuals or entities) in the course of its business and to improve the Subscription Services, provided that Company makes available to Customer services using such aggregated metrics and data that are similar to those provided to other Company customers. Company will also comply with all privacy laws applicable to Company in connection with the Operational Data to the extent that Company has access to such Operational Data.

4. **Deletion of Data**. Upon any termination or termination of this Agreement or upon request from the Discloser, Recipient will delete all of the Confidential Information received from the Discloser under this Agreement (together with all copies and derivatives of such Confidential Information), except that (a) Recipient may continue to temporarily hold a copy of such information for data retention purposes in accordance with its data retention policy or as required by applicable laws (e.g., as required by PCI DSS data retention requirements), and (b) Recipient may continue to hold and use any Confidential Information received from the Discloser to the extent that such Confidential Information is anonymized and used in accordance with all applicable laws and regulations.