UVEYE US TERMS & CONDITIONS

These Terms and Conditions (these "**Terms**") govern the purchase of certain Services (as defined below) identified in the Service Order Form, which references these Terms (the "**Order Form**" and, together with these Terms, this "**Agreement**") between **UVeye Inc.** and its affiliates ("**UVeye**") and the Customer identified in the Order Form.

1. Defined Terms.

1.1. "**Account**" means a user account created for Customer's use of the Services.

1.2. "**Confidential Information**" means any information provided by one party to the other that is marked, labeled, or otherwise designated as confidential and proprietary information of the disclosing party or where such information, by its nature or the circumstances of its disclosure, should reasonably be considered confidential or proprietary. Without limiting the foregoing, the Documentation, the terms of this Agreement, and all commercial terms set forth in the Order Form, including pricing and fees, are deemed Confidential Information of UVeye. Confidential Information will not include any information that: (a) is or becomes publicly known through no fault of the receiving party; (b) is lawfully received without restriction from a third party not bound in an obligation of confidentiality with respect to such information; or (c) was generated independently by the receiving party without reference to the disclosing party's Confidential Information.

1.3. "**Documentation**" means information published by UVeye from time to time regarding the use, features, functions, and operations of the System, including technical specifications and maintenance requirements.

1.4. "**Feedback**" means feedback (e.g., questions, comments, ideas, suggestions, or the like) provided by Customer and/or Permitted Users regarding the System, System Data, Results, Documentation, Services, UVeye's products and/or Confidential Information.

1.5. "**Hardware**" means the proprietary scanning systems that include, without limitation, cameras and at least one on-premises server provided by UVeye pursuant to the Order Form.

1.6. "**Infrastructure**" means, with respect to each Site, the network, cabling, electrical power, telecommunications and internet services and other infrastructure at such Site.

1.7. "**Intellectual Property Rights**" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

1.8. "**Permitted User**" means Customer's employees who are authorized by Customer to use the Services.

1.9. "**Results**" means report packages generated by the System, which include results and data derived from the analysis of System Data.

1.10. "**Services**" means access to the System, including its scanning capabilities and reporting tools. If indicated on an Order Form, the Services may also include access to additional products as indicated on an applicable Order Form, which may be governed by their own supplemental terms and conditions.

1.11. "**Software**" means the proprietary decision-support vehicle inspection software program, including its software code, application software interfaces, and/or tools related thereto provided by UVeye pursuant to the Order Form.

1.12. "**System**" means the Hardware and/or Software.

1.13. "**System Data**" means content, information, and data generated by the System or such additional products as may be included in an Order Form, including, without limitation, scans and images of vehicles.

1.14. "**Usage Limit**" means the number of vehicle scans per month per System as set forth in the Order Form.

Capitalized terms not otherwise defined herein have the meaning set forth in the Order Form.

2. **Services**. In consideration of the Fees, and subject to the terms and conditions of this Agreement, UVeye will provide Customer with the Services and provide Customer access to and rights to use the Hardware at the Site(s) solely in connection with the Services. As part of the Services, UVeye will make available to Customer the Documentation, which may be made available to Customer in various formats, including electronic or hard copies. This Agreement is not a sales/purchase agreement with respect to the System. For the absence of doubt, UVeye is, and at all times will remain, the exclusive owner of the System.

3. **License Grant**. Subject to the terms and conditions of this Agreement, UVeye hereby grants to Customer, solely for Customer's own internal business purposes, a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the Software, during the Term, solely in connection with the Services. This license includes the use of System Data and Results data included in any reports generated through the Services.

4. **Site Inspection and Hardware Installation**

   4.1. For each authorized Site, Customer will permit UVeye and its personnel and authorized representatives to conduct a technical inspection and survey of the Site's Infrastructure to determine its adequacy and compatibility for the installation of the Hardware and delivery of the Services. Customer represents and warrants to UVeye that it owns and/or has the right to use the Infrastructure during the Term and that there are no restrictions that would prevent the use of the Infrastructure by Customer or UVeye as contemplated by this Agreement.

   4.2. Customer is solely responsible for ensuring its Infrastructure is suitable for the Services. If, during the technical inspection, UVeye determines that the Infrastructure is inadequate, UVeye will notify Customer of such deficiencies in writing and Customer will have the option to remedy such deficiencies at no cost to UVeye, or terminate this Agreement with no further obligation by providing UVeye a written cancellation notice within 5 business days after receipt of the Infrastructure deficiency report.

   4.3. Unless agreed otherwise in writing by UVeye and Customer, Hardware will be installed at the Site by UVeye or its authorized representatives only. Upon execution of this Agreement and completion of the initial technical inspection contemplated by Section 4.1, UVeye and Customer will reasonably cooperate to establish an installation schedule. UVeye will use commercially reasonable efforts to facilitate System installation in a timely manner. The installation will commence upon UVeye's written notification following the completion of the technical inspection and any necessary Infrastructure upgrades.

   4.4. If Customer requests to reschedule or otherwise modify a confirmed installation date within seven (7) calendar days prior to such confirmed installation date, UVeye may charge Customer a rescheduling fee of $1,000 per occurrence. The rescheduling fee will not apply where the rescheduling is required due to circumstances directly and solely caused by UVeye or otherwise agreed by UVeye in writing.

   4.5. UVeye is hereby authorized to file Uniform Commercial Code financing statements and any and all other instruments necessary to identify UVeye as the sole owner of the Hardware. Customer hereby agrees to execute any such documents as may be reasonably requested by UVeye.

5. **Hardware**.

   5.1. Customer may not use the Hardware for any purpose or in any manner other than as expressly set forth in this Agreement and the Documentation.

   5.2. Customer will be liable to UVeye for damage or loss to the Hardware while at the Site, including, without limitation, any damage or loss arising from theft and non-warranty maintenance of the Hardware. Customer will fully reimburse UVeye for any damage or loss caused to the Hardware, except to the extent such damage or loss is covered under an applicable Hardware warranty or is the direct result of UVeye's negligence or willful misconduct. Customer will notify UVeye within 48 hours of becoming aware of any damage or loss to or malfunction of the Hardware, whether such damage, loss or malfunction is Customer's responsibility or not. Failure to provide notice of any such damage, loss, or malfunction within such 48-hour period will constitute a waiver of any warranty claims with respect to such damage, loss, or malfunction.

6. **Account**. Customer's Account is to be accessed and/or used solely by Permitted Users. Customer hereby acknowledges and agrees to: (i) keep and ensure that Permitted Users will keep the Account login details and passwords secure at all times; (ii) remain solely responsible and liable for any and all activity that occurs on the Account and for any breach of this Agreement by a Permitted User; and (iii) promptly notify UVeye in writing if Customer becomes aware of any unauthorized access or use of the Account or the Software.

7. **Prohibited Uses**. Except as specifically permitted in this Agreement, Customer must not, and will not permit any Permitted User or any other third party to directly or indirectly: (i) access or use the System (or component thereof) or incorporate it into or with any other software or hardware not provided by UVeye; (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share the System to any third party; (iii) copy, distribute or reproduce

the System (or component thereof) or the Documentation for the benefit of third parties; (iv) modify, disassemble, decompile, reverse engineer, revise or enhance the System or any part thereof, or attempt to discover its source code or the underlying ideas, designs or algorithms; (v) use the System or any component thereof or the Documentation in a manner that violates or infringes any rights of any third party, including but not limited to, any right of privacy or Intellectual Property Rights; (vi) remove or otherwise modify any of UVeye's trademarks, logos, copyrights, notices or other proprietary notices or indicia; (vii) host, outsource, display, or commercially exploit the System or any component thereof or the Documentation other than in compliance with the terms of this Agreement; (viii) circumvent, disable, interfere with, or remove any device metering mechanism which is part of the System, or assist any third party to do so; (ix) circumvent, disable, or otherwise interfere with security-related features of the System or features that enforce limitations on use of the System; (x) use any automated means to access the Software; (xi) ship, transfer, or export the System to any country, or make available or use the System in any manner, prohibited by applicable laws (including, without limitation, export control laws); (xii) violate or abuse log-in and/or password protections governing access to the Software; (xiii) interfere or attempt to interfere with the integrity or proper working of the System; (xiv) access, store, distribute or transmit, during the course of its use of the Software, any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices or techniques, that erase data or programming, infect, disrupt, damage, disable or shut down a computer system or any component of such computer system), or unlawful, threatening, obscene or infringing material; and/or (xv) use the System or the Documentation in any other unlawful manner or in any manner not expressly authorized by this Agreement.

8. **Fees and Payments**. The Fees include access to and use of the System and the Services but specifically exclude any third-party integration or related service fees unless mutually agreed upon by UVeye and Customer in writing. All Fees paid by Customer under this Agreement are non-refundable. Any Fees not paid when due will accrue interest on a daily basis until paid in full at a rate equal to the lesser of (i) 1.5% per month; or (ii) the highest amount permitted by applicable law. All Fees are exclusive of all sales, use, value-added taxes, withholding, and other direct or indirect taxes, charges, levies, and duties. All taxes, withholdings, and duties of any kind payable with respect to Customer's use of the System or the receipt of Services under this Agreement, other than taxes based on UVeye's net income, will be borne and paid by Customer. If payment of Fees is made through a third party (i.e., distributor or reseller), then the payment terms agreed between such third party and Customer will prevail over this Section.

9. **Usage Limit**. If Customer's usage exceeds the designated Usage Limit, Customer will be charged $2.50 per additional scan over the Usage Limit. Excess usage fees are in addition to and not a waiver of any rights UVeye may have under this Agreement. Excess usage fees will be billed to Customer together with the next Monthly Fee and will be due and payable in the manner invoices are otherwise due and payable under this Agreement.

10. **UV360 Merchandising Service.** If the Order Form includes the UV360 Merchandising Service, Customer will be charged for each UV360 service request that exceeds the number of included requests set forth in the applicable Order Form during a calendar month. Included requests reset monthly and do not roll over. Excess requests will be billed at the then-current per-request rate (currently $5.00 per request). UVeye reserves the right to adjust such rate upon at least thirty (30) days' advance written notice to Customer, applied prospectively only. For purposes of this Section, written notice may be provided via email to the Customer's designated primary account contact and/or through in-product notification within the UVeye platform.

11. **Changes to System and/or Services**. Customer understands that UVeye may make upgrades to the Hardware from time to time and may replace Customer's existing Hardware with such new Hardware. UVeye may further change the Services layout and design and the availability of the content and functions included therein or may change the form, features, or nature of the Software included in the Services from time to time, at its sole discretion. UVeye will use reasonable efforts to provide Customer with at least 30 days' written notice prior to any material change in the System or Services. UVeye and Customer will reasonably cooperate to effectuate these changes in a timely manner. Customer hereby agrees and acknowledges that UVeye is not responsible for any errors or malfunctions that may occur as a result of such changes should the Customer fail to implement such changes in a timely manner.

    11.1. **Integration Features.** From time to time, UVeye may offer integration functionality with third-party proprietary hardware, software and/or services ("Integration Features"). UVeye will make reasonable efforts to coordinate with the relevant third party, as identified and agreed upon in writing (email suffices) between UVeye and Customer ("Third Party"), to integrate the parties' systems for combined functionality and reporting. Customer acknowledges that Integration Features are provided on an "AS IS" basis without warranty of any kind, and are subject to the Limited Warranty and Limitations of Liability section set forth in this Agreement. To enable these features, Customer acknowledges that Third Party may provide UVeye with access to and use of certain Customer data, and UVeye may

provide Third Party with access to and use of certain Customer data. This data may include Confidential Information, including (but not limited to) unique vehicle data such as: VIN number, make, model, license plate number and the year of scanned vehicles. To the extent that Customer data is processed by UVeye, such processing will be undertaken solely with respect to UVeye Services and in a manner consistent with the data protection obligations otherwise set forth in this Agreement. Given the independent service-provider relationship of UVeye and the Third Party, Customer shall be solely responsible for ensuring that legally compliant data protection obligations are in place with the Third Party. Customer agrees to indemnify and hold harmless UVeye from and against any claim, demand, suit, proceeding, allegations, damages and costs made or brought against it arising from: (i) UVeye's authorized use or processing of Customer data received from the Third Party; (ii) UVeye's transfer of Customer information to the Third Party for purposes of the Integration Feature; or (iii) the Third Party's use or processing of Customer data received from UVeye. Unless otherwise agreed in writing, either party may terminate Integration Features at any time, for any reason, with immediate effect upon written notice to the other party.

12. System Data

12.1. Operation of the System and the provision of the Services hereunder require UVeye to process System Data.

12.2. The parties acknowledge that UVeye does not intend to process personal data in the provision of the System or performance of the Services. However, from time to time, sufficient information may be collected such that it may be used to identify a natural person. Thus, to the extent UVeye processes Personal Data (as defined under applicable data protection laws) in connection with the Services, such processing shall be governed by UVeye's Data Protection Addendum ("DPA"), available at http://www.uveye.com/dpa-us/ (or as otherwise provided by UVeye), which is hereby incorporated by reference into this Agreement. In the event of any conflict between the DPA and this Agreement, the DPA shall control with respect to such processing.

12.3. In the event UVeye obtains personal data of an individual in furtherance of its Services to Customer at the Site, UVeye will comply with all applicable laws in respect to processing and storage of same, will not resell such personal data, and will ensure such personal data is transmitted and stored by UVeye in a reasonably secure manner in accordance with industry-standard guidelines. Customer acknowledges that the Services include vehicle-related image capturing and processing including, without limitation, of vehicles' exterior and interior and license-plate numbers. Furthermore, although it is not the purpose of the System, certain Services may also capture pictures and/or audio recordings of the drivers and/or individuals surrounding the vehicles as part of the System Data. Customer is solely responsible for advising and notifying all relevant individuals (drivers, Customer personnel, and others) of the existence and functionality of the System's cameras and other relevant elements of the System, and as applicable, posting relevant signs, and obtaining approvals, permissions, waivers, and consents from any such individuals as required for UVeye to perform the Services and use System Data under this Agreement. Customer will be solely liable for and hereby releases UVeye from any and all liability arising from UVeye's collection and use of the System Data as permitted by this Agreement. UVeye will implement reasonable security measures, but no less than industry-standard security procedures, to protect any System Data in its possession or under its control from unauthorized use or disclosure.

12.4. Customer further acknowledges that the Software does not operate as an unlimited archive or file storage service, and UVeye does not store all of the System Data throughout the Term. Unless otherwise specified in this Agreement, System Data is generally retained for a minimum period of 6 months from the date the data is uploaded to the cloud. Notwithstanding the foregoing, UVeye will have the right, but not the obligation, to store the data for shorter or longer time periods subject to its obligations under this Agreement or as mandated by applicable law.

12.5. Customer represents that it has the necessary contractual rights or other authorization to permit the sharing and processing of System Data by its franchise OEM(s) in connection with the evaluation, development, implementation, or administration of OEM initiatives or programs relating to the UVeye Services, including, without limitation, warranty administration, recalls, vehicle quality and safety initiatives, predictive maintenance, analytics, performance evaluation, and other similar operational purposes. Customer hereby directs and authorizes UVeye to disclose System Data, including VINs and other vehicle-specific data generated by the System, to such franchise OEM(s) and their affiliates in accordance with such contractual rights or other authorization.

13. Reports. As part of the Services, UVeye will send Customer periodic reports that UVeye deems to be relevant to Customer's business based on the processing of the Results. UVeye will be entitled, though not obliged, to monitor

Results related to the Services provided to Customer, and to perform analytical research on such Results.

14. **Representations and Warranties**.

14.1. Each party represents and warrants: (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization; and (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any applicable law or third-party contract.

14.2. Customer further represents and warrants that: (i) it has the full right, license, and authority to permit UVeye to access, use, monitor, process, analyze, display and/or store the System Data in accordance with this Agreement; and (ii) it has provided all notices and has obtained the full right, authority, permissions, approvals, and consents from any third parties as required under applicable law to permit UVeye to access, use, monitor, process, analyze, display and/or store the System Data in order to provide the Services, and as otherwise permitted by this Agreement.

15. **Confidentiality**. Throughout the Term, and for a period of 5 years thereafter, each party, as a receiving party, will retain in confidence any Confidential Information. The receiving party agrees: (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its employees on a strict "need to know" basis only and provided that such employees are bound by obligations of confidentiality at least as protective of the Confidential Information as those set forth in this Agreement; (ii) not to use the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; and (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own Confidential Information, which will in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, Confidential Information may be disclosed if it is required to be disclosed under a court or governmental order, but only for this limited purpose and provided, however, that the receiving party will, to the extent legally permissible, provide prompt written notice of such court or governmental order to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Without limiting any other remedies available under applicable law or agreement, either party will be entitled to seek an injunction restraining any violation, further violation, or threatened violation of the obligations set forth in this Section without posting bond or proving damages. Upon written request of the disclosing party or termination of this Agreement, the receiving party must return or destroy all Confidential Information, including all copies thereof, as directed by the disclosing party.

16. **Ownership**. All rights, titles, and interests, including any Intellectual Property Rights in, attached, connected, and/or related to the System, System Data (but not personal data), Results, and Documentation, and any and all derivative works thereof, are and will remain owned exclusively by UVeye or its licensors. This Agreement does not convey to Customer any right or interest in or to the System, System Data, Results, or Documentation, except as expressly granted under this Agreement, and nothing herein constitutes a waiver of UVeye's Intellectual Property Rights. It is understood that Customer may, at its sole discretion, provide UVeye with Feedback. Customer represents and warrants that it has a right to provide Feedback to UVeye and that Customer will not knowingly provide UVeye with Feedback that infringes upon third parties' Intellectual Property Rights. Customer further acknowledges that Feedback will be deemed the exclusive property of UVeye. UVeye reserves all Intellectual Property Rights in such Feedback (without the necessity of Customer's approval and without further compensation to Customer).

17. **Reference Customer**. Customer agrees that UVeye may identify Customer as a user of the System and use Customer's trademark and/or logo: (i) in sales presentations, promotional/marketing materials, and press releases; and/or (ii) to develop a brief customer profile for use by UVeye on UVeye's website for promotional purposes.

18. **Limited Warranty and Limitations of Liability**

18.1. **Limited Warranty**. UVeye represents and warrants to Customer that, under normal authorized use of the System in accordance with the Documentation and any instructions provided by UVeye to Customer in connection with the System and/or Services during the Term, the System will perform substantially in conformance with the Documentation; provided, however, that this limited warranty does not cover any Kiosks. As Customer's exclusive remedy and UVeye's sole liability for breach of this warranty, (i) if UVeye receives notice from Customer of any non-conformance of the Hardware components, UVeye will, at its option, either repair or replace such Hardware, at its own expense, and (ii) if UVeye receives notice from Customer of any non-conformance of the Software, UVeye will use commercially reasonable efforts to provide a patch for the Software. In addition, UVeye will provide ongoing support and maintenance services for the Software.

18.2. **Warranty Exclusions**. UVeye will not be liable for any claim under the limited warranty to the extent that: (i) the System is combined or used with hardware or software not specified in the Documentation

and/or not provided or approved in writing by UVeye; (ii) any modifications were made to the System by anyone other than UVeye, without UVeye's prior written consent; (iii) any modifications are made by UVeye at Customer's request; (iv) use of prior versions of the Software; (v) the System or any component thereof has been damaged due to the failure by Customer or anyone acting on its behalf to operate the System in accordance with the Documentation or due to the negligence or willful misconduct of Customer or anyone acting on its behalf.

18.3. **DECISION SUPPORT SYSTEM DISCLAIMER.** THE SYSTEM IS A DECISION-SUPPORT SYSTEM (DSS), AND NO DECISIONS WILL BE BASED SOLELY UPON THE USE OF THE SYSTEM, ITS RESULTS, OR REPORTS. UVEYE WILL NOT BE LIABLE FOR ANY DAMAGE, INJURY, OR DEATH WHICH MAY OCCUR DUE TO THE FAILURE OF THE SYSTEM OR DUE TO NOT DETECTING ANY THREATS, MALFUNCTIONS, AND/OR ODDITIES. FURTHERMORE, NO "REAL-TIME" NOTIFICATION WILL BE SENT TO CUSTOMER UPON DETECTION OF ANY THREATS, MALFUNCTIONS, AND/OR ODDITIES, AND THUS IT IS CUSTOMER'S RESPONSIBILITY TO DEDICATE PERSONNEL, IN REAL TIME, IF NECESSARY, PER CUSTOMER'S REQUIREMENTS, TO SUPERVISE ALL USE OF THE SERVICES AND TO ENSURE RESULTS AND REPORTS ARE REVIEWED AND COMMUNICATED AS REASONABLY APPROPRIATE.

18.4. **DISCLAIMER OF WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, THE SYSTEM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE SYSTEM AND THE SERVICES IS AT CUSTOMER'S OWN RISK. UVEYE DOES NOT WARRANT THAT THE SYSTEM AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SYSTEM'S OPERATION AND THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, AND OTHER HARMFUL COMPONENTS OR OTHER SOFTWARE LIMITATIONS. TO THE EXTENT ALLOWED BY APPLICABLE LAW AND, EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT, UVEYE EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF THE SYSTEM AND/OR THE SERVICES, RELIABILITY, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE OR ANY WARRANTIES WITH RESPECT TO NON-INFRINGEMENT OF ANY KIND, INCLUDING THIRD-PARTY PATENTS, COPYRIGHTS OR TRADE SECRETS.

18.5. **PRODUCT TRIAL.** UVEYE, IN ITS SOLE DISCRETION, MAY MAKE AVAILABLE TO CUSTOMER CERTAIN PRODUCTS AND FEATURES ON A TRIAL BASIS. SUCH TRIAL MAY BE DESIGNATED BY UVEYE AS AN ALPHA, A BETA, A PILOT, A LIMITED RELEASE, LIMITED AVAILABILITY, A TEST PERIOD, A PREVIEW, AN EVALUATION, OR ANOTHER SIMILAR TERM ("PRODUCT TRIAL"). CUSTOMER MAY ELECT TO PARTICIPATE IN A PRODUCT TRIAL, SUBJECT TO ANY ADDITIONAL TERMS AND CONDITIONS MADE AVAILABLE BY UVEYE. CUSTOMER ACKNOWLEDGES THAT PRODUCTS AND FEATURES MADE AVAILABLE TO CUSTOMER AS PART OF A PRODUCT TRIAL ("TRIAL FEATURES") ARE NOT CONSIDERED PART OF THE SYSTEM AND/OR SERVICES AND MAY CONTAIN BUGS, ERRORS, OR OMISSIONS. TRIAL FEATURES MIGHT NEVER BE MADE AVAILABLE FOR GENERAL USE, AND UVEYE MAY DISCONTINUE TRIAL FEATURES, OR REVOKE CUSTOMER'S ACCESS TO TRIAL FEATURES, AT ANY TIME. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TRIAL FEATURES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, LIABILITY, INDEMNITY, OR PERFORMANCE OBLIGATIONS, AND ARE NOT SUBJECT TO ANY SERVICE OR SUPPORT COMMITMENTS.

18.6. **AI-GENERATED IMAGES IN ADD-ON PRODUCTS.** CUSTOMER HEREBY ACKNOWLEDGES THAT UV360 AND OTHER OPTIONAL ADD-ON PRODUCTS MAY UTILIZE AI-GENERATED IMAGES, WHICH ARE PROVIDED FOR MERCHANDISING PURPOSES ONLY AND ARE NOT INTENDED TO DEPICT ALL ASPECTS OR CONDITIONS OF THE PHYSICAL VEHICLE. CUSTOMER IS SOLELY RESPONSIBLE FOR PROVIDING APPROPRIATE DISCLAIMERS TO ITS OWN CUSTOMERS REGARDING SUCH AI-GENERATED IMAGES. UVEYE WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR FAILURE OF SUCH AI-GENERATED IMAGES TO DEPICT ASPECTS OR CONDITIONS OF THE PHYSICAL VEHICLE.

18.7. **INTERNET AND DATA LIMITATIONS.** UVEYE WILL NOT BE LIABLE FOR: (A) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING, WITHOUT LIMITATION, SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (B) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S HARDWARE OR SOFTWARE OR THE INFRASTRUCTURE. UVEYE DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR RESULTS THAT CUSTOMER OBTAINS THROUGH THE USE OF THE SYSTEM OR THAT THE REPORTS ARE ACCURATE, COMPLETE, OR ERROR-FREE. UVEYE WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE SYSTEM DATA TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO UVEYE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. UVEYE DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN SYSTEM DATA, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE TRUTHFULNESS, ACCURACY, LEGALITY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY SYSTEM DATA AND DISCLAIMS ALL LIABILITY FOR ANY SUCH CONTENT.

18.8. **LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UVEYE WILL NOT BE LIABLE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM, RELATED WITH, AND/OR CONNECTED TO, ANY USE OF OR INABILITY TO USE THE SYSTEM AND/OR THE SERVICES, EVEN IF UVEYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UVEYE'S LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SYSTEM AND THE SERVICES, WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO UVEYE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

19. Indemnification

19.1. Customer will indemnify, defend, and hold harmless UVeye, its officers, directors, and employees, from and against any claim, demand, suit, proceeding, damages, and costs (including, without limitation, reasonable attorneys' fees) made or brought against it by a third party, in connection with, or based on: (i) Customer's use of the System or Services other than as expressly authorized by this Agreement; (ii) Customer's violation of any term or condition of this Agreement or any applicable laws; or (iii) damage to persons or property due to the negligence, gross negligence or willful misconduct of Customer, its agents, employees, and/or contractors. UVeye will: (a) promptly give Customer written notice of such a claim; (b) give Customer sole control of the defense and settlement of such a claim (except that Customer will not settle any such claim unless it unconditionally releases UVeye of liability); (c) give Customer all reasonably requested assistance; and (d) not make any public statement related to the claim during its pendency, absent Customer's prior written consent.

19.2. Subject to the limitations set forth in this Agreement, UVeye agrees to indemnify, defend, and hold harmless Customer, its officers, directors, and employees, from and against any claim, demand, suit, proceeding, damages and costs (including, without limitation, reasonable attorneys' fees) made or brought against it by a third party, alleging that Customer's use of the System or Services in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights; provided, however, that UVeye will not be liable for, and Customer will indemnify, defend, and hold harmless UVeye from any such claim to the extent arising from (i) combination of the System with any unauthorized software or hardware not specified in the Documentation and/or not provided or approved in writing by UVeye; (ii) any modifications made to the System by anyone other than UVeye, without UVeye's prior written consent; (iii) any modifications made by UVeye at Customer's request, if such infringement would have been avoided but for such modifications; (iv) Customer's continued use of the System and/or Services after receipt of notice from UVeye of alleged or actual infringement; and/or (v) use of prior versions of the Software. Customer will: (a) promptly give UVeye written notice of such a claim; (b) give UVeye sole control of the defense and settlement of such a claim (except that UVeye will not settle any such claim unless it unconditionally releases Customer of liability); (c) give UVeye

all reasonably requested assistance; and (d) not make any public statement related to the claim during its pendency, absent UVeye's prior written consent.

19.3. If UVeye receives information about an infringement or misappropriation claim related to the System or the Services, it may, at its sole discretion and at no additional cost to Customer: (a) modify the System or Services so that it no longer infringes or misappropriates; (b) obtain a license to allow for Customer's continued use in accordance with this Agreement; or (c) terminate this Agreement and refund any prepaid but unused Fees. If Customer chooses not to upgrade to a non-infringing System or Services release under (a) above, Customer is solely responsible to the third party for any violations of legal rights for such continued use.

20. **Insurance**. During the Term, Customer will, at its own expense, maintain insurance policies covering the System in Customer's possession (including any damage or loss in connection with the System), damages and losses that may result from Customer's use of the System, as well as the negligence of Customer, its agents, employees, and/or Permitted Users. Without limiting the foregoing, Customer will hold the following insurances: (a) General Liability and Product Liability insurance policy in the minimum amount of US$2 million per claim and US$4 million in the aggregate; (b) Property insurance in the minimum amount of US$250,000 per System; (c) Errors and Omissions/Professional Liability insurance in the minimum amount of US$1 million per claim and in the aggregate; (d) Cyber insurance, with both third-party coverage and first-party coverage in the minimum amount of US$1 million per claim and in the aggregate; (e) Workers' Compensation in accordance with the applicable statute and employers' liability in the minimum amount of $2 million. All such insurance will be procured through insurance carriers reasonably acceptable to UVeye. The general liability insurance will name UVeye, its successors, and assigns as additional insured parties, and the property insurance policy will name UVeye as a loss payee. The policies will provide that they may not be canceled or altered without at least 30 days' prior written notice to UVeye, its successors or assigns, as applicable. The above policies will be considered primary and non-contributory to any insurance maintained by UVeye. Customer will supply to UVeye, within 30 days of the Effective Date, and in any event, no later than the System installation date, evidence of insurance and the appropriate endorsements as required herein.

21. **Term and Termination.**

21.1. Upon expiration of the Initial Term, this Agreement will automatically renew for successive two (2) year periods (each, a "**Renewal Term**" and, collectively with the Initial Term, the "**Term**") unless either party notifies the other party, in writing, of its intent not to renew at least ninety (90) days prior to the end of the then-current Term.

21.2. Either party may terminate this Agreement with immediate effect if the other party: (i) materially breaches this Agreement and such breach remains uncured (to the extent that the breach can be reasonably cured) after 15 days from having received written notice thereof; or (ii) becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or takes any action to be so declared.

21.3. If UVeye, in its sole but reasonable judgment, believes Customer is using or permitting the use of the System, System Data, or the Services in a manner that violates this Agreement or which may cause imminent or irreparable harm to UVeye or any third-party, then UVeye may, without limiting UVeye's right to terminate this Agreement, suspend Customer's access to and use of the System and/or the Services until such time as UVeye believes the threat of harm, or actual harm, has passed, irrespective of any cure rights. Any suspension by UVeye of the Services under this Section will not excuse Customer from its obligation to make payments under this Agreement.

21.4. Upon termination of this Agreement during or at the end of the Term: (i) Customer will immediately return to UVeye or permit UVeye to remove from the Site all Hardware, and pay UVeye $8,500 to cover expenses of such removal; (ii) the Hardware will be returned in its original condition, subject only to normal wear and tear, and any damages caused to the Hardware during the Term beyond the normal wear and tear will be repaired at Customer's expense; (iii) UVeye will cease providing the Services hereunder, the license granted to Customer under this Agreement will expire, and Customer will discontinue all further use of the System and Services; and (iv) any sums paid by Customer until the date of termination are non-refundable, and Customer will not be relieved of its obligation to pay in full all due amounts owed by Customer under this Agreement through the date of termination, which sums will become immediately due and payable on the date of termination of this Agreement. Without limiting any other remedies available to UVeye under this Agreement, applicable law, and/or any other agreement, upon the termination of this Agreement by UVeye per the terms of Section 21.2, Customer will pay a breakup fee per Site, according to the following formula: an amount of $190,000 *minus* $40,000 (=System residual value) *minus* the total fees Customer has actually paid to UVeye until the

date of such termination. Termination of this Agreement will not limit UVeye or Customer from pursuing any remedies available to it under applicable law.

21.5. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement will so survive, including without limitation all confidentiality, data protection, intellectual property, liability and indemnity provisions.

22. <u>Miscellaneous</u>.

22.1. During the Term and for a period of 1 year thereafter, Customer will not, whether directly or indirectly, whether by itself or through others, develop, manufacture, promote, offer, sell or provide products or services which directly or indirectly compete with the Services. Customer hereby acknowledges that the restriction contained in the preceding sentence is fair and reasonably required to protect the interest of UVeye, and UVeye will be entitled to seek an injunction restraining any violation, further violation, or threatened violation of the preceding sentence, in addition to any other remedies, without posting bond or proving damages.

22.2. This Agreement (including all exhibits, addenda, and attachments) represents the complete agreement concerning the subject matter hereof. UVeye may amend this Agreement from time to time by providing notice to Customer. All Customer orders or similar documents will be subject to the terms and conditions of this Agreement, and no additional or contrary terms and conditions, or product or service specifications, contained in any order or other communication from Customer or any third party will be construed as, or constitute a modification to or waiver of this Agreement, or acceptance of any such additional terms, conditions or specifications and UVeye hereby objects to such additional or contrary terms, conditions or specifications.

22.3. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

22.4. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable.

22.5. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. For purposes of this Section 22.5, a change of control of at least a majority of the equity interest of a party will be deemed an assignment. To the extent any assignment is permitted hereunder, the assignee will expressly agree in writing to assume the obligations of the assigning party. Notwithstanding the foregoing, UVeye may assign this Agreement without the consent of Customer in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control, or sale of all or substantially all of its assets related to this Agreement or similar transaction. It is hereby clarified that the obligations of UVeye hereunder may be subcontracted by UVeye, in whole or in part, without prior written consent of Customer; provided that such subcontractors must comply with all the terms of this Agreement and UVeye will remain liable at all times for any acts and/or omissions of any of its subcontractors with respect to its performance hereunder.

22.6. This Agreement will be governed by and construed under the laws of the State of New York without reference to principles and laws relating to the conflict of laws. The competent courts of New York County, New York, will have exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement, and Customer hereby irrevocably consents to the exclusive personal jurisdiction of such courts. In the event any dispute or action is initiated, the prevailing party will be awarded its reasonable attorneys' fees, legal costs and expenses incurred in relation to such dispute or action.

22.7. Customer acknowledges that UVeye will conduct a credit check following the execution of this Agreement and prior to the installation of the Hardware and commencement of the Services. If the credit check results are unsatisfactory to UVeye, at its sole discretion, UVeye may withhold the installation and Services. In such an event, UVeye may, at its discretion, offer the Customer the opportunity to proceed under revised payment terms or other conditions that reasonably address the credit concern to UVeye's satisfaction. If the parties are unable to agree in writing on such alternative terms, UVeye may cancel this Agreement without liability by providing a written notice to Customer, except for any obligations already incurred by the Customer prior to such cancellation.

22.8. This Agreement does not, and will not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties.

22.9. UVeye will not be liable for any delay or failure to provide the System or Services resulting from circumstances or causes beyond the reasonable control of UVeye (i.e., force majeure events).

22.10 This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, will be deemed to be an original, and all of which counterparts, taken together, will constitute but one and the same agreement.

Last Updated: August 18, 2026.