

Not-For-Resale Terms and Conditions

1. Provision of Access. Subject to the terms and conditions of this Order Form, VergeSense hereby grants Customer a non-exclusive, non-transferable right during the time period described in this Order Form (the "**Evaluation Period**") to: (a) purchase and own the sensors described in this Order Form (the "**Hardware**") (a) access and use the Vergesense SaaS offering, including access to the VergeSense API, described in this Order Form (the "**Services**") solely for Customer's internal evaluation purposes; and (b) use VergeSense's documentation, instructions, and guides relating to the Services provided by VergeSense to Customer (the "**Documentation**") solely for Customer's internal evaluation purposes in connection with Customer's use of the Services. Customer will not use the Hardware, Services and Documentation for any purpose other than evaluating and testing such Services internally in connection with assessing whether Customer desires to enter into a commercial partnership Order Form with VergeSense. This Order Form does not provide a commercial access grant, and Customer's access to and use of the Hardware, Services after the Evaluation Period is subject to the Parties entering into and executing a separate partnership or other commercial Order Form. VergeSense shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services during the Evaluation Period. Except as otherwise set forth in this Order Form, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Hardware, Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Hardware, Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Hardware or Services, in whole or in part; (iv) remove any proprietary notices from the Hardware, Services or Documentation; or (v) use the Hardware, Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. VergeSense reserves all rights not expressly granted to Customer in this Order Form. Except for the limited rights and licenses expressly granted under this Order Form, nothing in this Order Form grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing ("**VergeSense IP**").

2. Customer Responsibilities. Customer is responsible and liable for all uses of the Hardware, Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Order Form.

3. Support. VergeSense shall ensure the Hardware is in good working condition during the Evaluation Period but otherwise has no obligation under this Order Form to provide support, maintenance, upgrades, modifications, or new releases of the Hardware, Services or Documentation to Customer.

4. Confidential Information. From time to time during the Evaluation Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other

governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Order Form, including to make required court filings. On the expiration or termination of the Order Form, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Order Form for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Intellectual Property Ownership: Feedback.

(a) VergeSense IP. Customer acknowledges that, as between Customer and VergeSense, VergeSense owns all right, title, and interest, including all intellectual property rights, in and to the VergeSense IP.

(b) Customer Data. VergeSense acknowledges that, as between VergeSense and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services ("**Customer Data**"). Customer hereby grants to VergeSense a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for VergeSense to provide the Services to Customer.

(c) Aggregated Statistics. Notwithstanding anything to the contrary in this Order Form, VergeSense may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services that is used by VergeSense in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between VergeSense and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by VergeSense. Customer acknowledges that VergeSense may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that VergeSense may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(d) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to VergeSense by mail, email, telephone, or otherwise, suggesting or recommending changes to the VergeSense IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), VergeSense is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential.

6. Disclaimer of Warranties. THE VERGESENSE IP IS PROVIDED "AS IS" AND VERGESENSE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VERGESENSE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VERGESENSE MAKES NO WARRANTY OF ANY KIND THAT THE VERGESENSE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

7. Limitations of Liability. IN NO EVENT WILL VERGESENSE BE LIABLE UNDER OR IN CONNECTION WITH THIS ORDER FORM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER VERGESENSE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL VERGESENSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER FORM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$10,000 OR TOTAL FEES PAID, WHICHEVER IS GREATER.

8. Term and Termination. The term of this Order Form begins on the Effective Date and, unless terminated earlier pursuant to this Order Form's express provisions, will continue in effect until the expiration of the Evaluation Period. Either Party may terminate this Order Form at any time, without cause, upon 10 days prior written notice. Upon expiration or earlier termination of this Order Form, Customer shall immediately discontinue use of the VergeSense IP and, without limiting Customer's obligations under 4, Customer shall delete, destroy, or return all copies of the VergeSense IP and certify in writing to the VergeSense that the VergeSense IP has been deleted or destroyed. This Section 8 and Sections 4, 5, 6, 7, and 9 survive any termination or expiration of this Order Form. No other provisions of this Order Form survive the expiration or earlier termination of this Order Form.

9. Miscellaneous.

(a) This Order Form constitutes the sole and entire Order Form of the Parties with respect to the subject matter of this Order Form and supersedes all prior and contemporaneous understandings, Order Forms, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Order Form (or to such other address that may be designated by the each respective Party from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Order

Form, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification: Waiver. No amendment to or modification of this Order Form is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Order Form, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Order Form will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Order Form is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Order Form or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Order Form so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law: Submission to Jurisdiction. This Order Form is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of this Order Form or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of California in each case located in the city and County of San Francisco, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(f) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of VergeSense. Any purported assignment, transfer, or delegation in violation of this Section is null and void.

(g) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(h) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (i) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(i) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under this Order Form would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.