

HARDWARE ADDENDUM (Terms, Support and SLA)

This Hardware Addendum (“**Hardware Addendum**”) is an integral part of the Agreement and sets forth Intenseye’s terms and conditions associated with any Hardware provided by Intenseye in connection with the Services, as set forth in the applicable SOW. This Hardware Addendum is only applicable for cases where Customer has chosen either the Hardware lease or buy option under the relevant SOW.

1. Definitions

Except stated otherwise, all capitalized terms in this Hardware Addendum have the same meanings as set forth in the Agreement. For purposes of this Hardware Addendum, the following definitions will apply.

“**Hardware**” means the hardware devices leased or purchased by Customer pursuant to a Statement of Work with all relevant documentation, parts, elements or accessories, and any combination of them, including the Services Software, which enable Customer’s use of the Services on Customer’s internal information technology infrastructure. For clarity, the Hardware will be considered part of the Services, and all Agreement terms applicable to the Services will also apply to the Hardware.

2. Hardware Provision Options

2.1. Purchase Option. Customer may purchase the Hardware in the applicable SOW outright. Title to such purchased Hardware shall pass to Customer upon full payment of the applicable purchase fees. Risk of loss for the Hardware shall transfer to Customer upon delivery. Customer shall be responsible for any loss or damage thereafter, except where caused by Intenseye’s negligence or willful misconduct.

2.2. Lease Option. If Customer elects to lease the Hardware under the applicable SOW, such Hardware shall remain the sole and exclusive property of Intenseye at all times, title to leased Hardware shall at all times remain with Intenseye, and Customer shall have only a limited right to use the Hardware for the duration and purposes specified in the applicable SOW.

3. Delivery

Intenseye shall deliver the Hardware promptly following execution of the applicable SOW and in accordance with the delivery timeline set forth therein. Delivery shall be deemed complete upon shipment of the Hardware to Customer’s designated location.

4. Installation

4.1. Subcontractors and Third Parties. Intenseye may, in its discretion, engage qualified subcontractors or other third parties to perform delivery, installation, or related services under this Hardware Addendum. Intenseye shall remain fully responsible and liable for the acts, omissions, and performance of any such subcontractors or third parties as though such acts or omissions were those of Intenseye itself.

4.2. Customer Cooperation. Customer shall cooperate in good faith with Intenseye and any authorized subcontractors performing installation, including by providing reasonable access to Customer’s premises, facilities, network, and personnel, as necessary for safe and timely installation of the Hardware.

4.3. Compliance and Safety. All installation activities shall be performed in a professional and workmanlike manner, in compliance with applicable laws, safety standards, and Customer’s reasonable site access and security policies communicated in advance.

5. Hardware Support and Service Level Agreement (SLA)

5.1. Hardware Support Scope. After successful installation, during the applicable lease term or Subscription Term, Intenseye shall provide remote and/or on-site support (as applicable) for all Hardware supplied under this Hardware Addendum, including cameras, servers, and any related components. Support shall include troubleshooting, diagnosis of failures, and coordination of repair or replacement in accordance with the severity levels and response/resolution targets defined below, and the provision of necessary security updates and patches to the embedded software in the Hardware throughout the Subscription Term to maintain performance and security integrity.

5.2. Support Hours. Support services are available during Support Hours, defined as 9:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding U.S. federal holidays. Any issue reported outside Support Hours will be deemed received at the start of the next business day. Intenseye may provide extended or emergency coverage for Severity 1 (Critical) issues at its discretion.

5.3. Severity Classification.

Severity Level	Description	Examples
Severity 1 (Critical)	Hardware failure causing complete loss of functionality or monitoring capability, with no workaround available.	All cameras inoperable; server or storage system offline preventing all video capture, analytics, or data transmission.
Severity 2 (Major)	Partial loss of functionality or significant degradation in performance where a temporary workaround is available but monitoring accuracy or data processing is materially affected.	One or more cameras not transmitting; server experiencing intermittent connectivity, degraded processing speed, or limited storage capacity.
Severity 3 (Minor)	Non-critical issue with limited operational impact; workaround available; system performance and monitoring largely unaffected.	Camera misalignment, calibration issue, or visual obstruction; server fan alert, indicator light failure, or minor configuration issue.

5.4. Response and Resolution Targets.

Severity Level	Response Time*	Resolution / Replacement Target
Severity 1 (Critical)	Within 1 business day from receipt of complete support information.	Within 15 business days of problem confirmation.
Severity 2 (Major)	Within 2 business days from receipt of complete support information.	Within 20 business days of problem confirmation.
Severity 3 (Minor)	Within 3 business days from receipt of complete support information.	Within 20 business days, or with the next scheduled maintenance or shipment.

***“Response Time”** means Intenseye’s acknowledgement of the issue, assignment of a case number, and commencement of diagnostic or troubleshooting efforts during Support Hours.

5.5. SLA Credits. If Intenseye fails to resolve a Severity 1, 2, or 3 issue within the applicable resolution target specified in Response and Resolution Targets, Customer will be entitled to a service level credit equal to 1/365 of the annual license fee for each day the issue remains unresolved beyond the target resolution period (the “SLA Credit”). To receive SLA Credits, Customer must submit a written request to legal@intenseye.com within 30 days after the end of the month in which the delay occurred, including sufficient evidence of the incident and its duration. Failure to provide such notice and documentation within this period will constitute a waiver of the SLA Credit. SLA Credits have no cash value and will only be applied against future invoices. The total SLA Credits for any month will not exceed the Fees paid by Customer for that month. If Customer is not current on payment obligations, SLA Credits may accrue but will not be issued until payment is current. Intenseye’s provision of SLA Credits is Customer’s exclusive remedy for any failure to meet the response or

resolution commitments under this Hardware Addendum, and Customer may not offset or withhold any Fees based on such issues.

5.6. Customer Obligations for Support Requests. When submitting a support request, Customer shall provide:

- (a) Product model number for the defective Hardware
- (b) Product serial number for the defective Hardware
- (c) Description of the failure and troubleshooting steps performed to isolate the cause
- (d) Customer ship-to address
- (e) Contact name; and
- (f) Contact phone number and email address.

Incomplete or inaccurate information may delay response and resolution timelines.

5.7. Exclusions. This SLA does not apply to issues resulting from: (i) misuse or neglect; (ii) unauthorized modification, repair, or installation; (iii) use not in accordance with provided documentation or specifications (iv) environmental factors (including power surges, flooding, fire, or other external conditions); or (v) Customer-imposed access restrictions, or network connectivity issues outside Intenseye's control.

6. Limited Warranty; Defects; Repair or Replacement

6.1. Limited Hardware Warranty. For Hardware purchased outright, Intenseye warrants that such Hardware will be free from material defects in materials and workmanship for a period of twenty-four (24) months from the date of delivery (the "**Warranty Period**"). Intenseye shall, at its sole discretion, repair or replace defective Hardware during the Warranty Period, subject to the exclusions below. For leased Hardware, Intenseye shall, at its sole discretion, repair or replace any Hardware that is materially defective in materials or workmanship during the applicable Subscription Term. EXCEPT FOR THE LIMITED WARRANTY STATEMENT ABOVE, INTENSEYE MAKES NO WARRANTIES TO CUSTOMER REGARDING THE HARDWARE, AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY TERMS IMPLIED BY STATUTE OR COMMON LAW REGARDING QUALITY, FITNESS, MAINTENANCE, USE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW.

6.2. Defect Reporting and Initial Support. Upon a malfunction or failure of any Hardware (a "**Defect**"), Customer shall first make commercially reasonable efforts to resolve the issue by contacting Intenseye's technical support in accordance with Hardware Support and SLA Section. If such efforts do not correct the Defect, Intenseye shall, or shall instruct one of its authorized contractors to, in its sole discretion, repair or replace the Hardware suffering from the Defect.

6.3. Inspection Prior to Remedy. Intenseye reserves the right to inspect and test the affected Hardware prior to providing a replacement or repair. Such inspection and testing shall occur within seventy-two (72) hours after Intenseye's receipt of Customer's notice of the Defect, provided that Customer provides reasonable access to the affected Hardware.

6.4. Exclusions. Intenseye will not provide the limited warranty and remedies described above if any of the following apply: (a) misuse, improper installation, or operation of the Hardware in any manner not consistent with Intenseye's documentation or specifications; (b) damage, alteration, or modification of the Hardware or its embedded software in any way without Intenseye's prior written authorization; or (c) combination, connection, or use of the Hardware with any software, hardware, or other technology not expressly authorized by Intenseye. Where any of the above exclusions apply, it shall be Customer's responsibility to correct or resolve the Defect at its own cost. In such cases, Intenseye will provide reasonable cooperation and technical collaboration to assist Customer in resolving the issue, subject to mutually agreed scheduling and resource availability.

7. Additional Hardware Terms

7.1. Restrictions. The Hardware may include the Service Software, which requires a license to the Intenseye Services to use. In addition to the restrictions set forth in the Agreement, for the duration of time that the Customer is receiving Intenseye's Services in connection with the Hardware, Customer will not: (i) modify, alter or improve the Hardware; (ii) rent, lease, license, loan, resell, transfer, distribute or otherwise make the Hardware available or accessible to any third party; (iii) reverse engineer the Hardware (or any component thereof), or decompile or disassemble any software or firmware components of the Hardware, or authorize a third party to do any of the foregoing; or (iv) mortgage, pledge or encumber the Hardware in any way.

7.2. Telecommunications and Other Requirements. Customer acknowledges and agrees that Customer's use of the Hardware (including the Services Software on the Hardware) may be dependent upon access to telecommunications, internet services, or third-party hardware and software. Customer shall be solely responsible for acquiring, setting up, and maintaining, at Customer's own expense, all telecommunications and internet services and third-party hardware and software required to use the Hardware, including without limitation: (1) ensuring that such telecommunications and internet services and third-party hardware and software meet the minimum requirements for the Hardware, as set forth in the documentation or as otherwise provided by Intenseye to Customer, and (2) any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Intenseye shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services and third-party hardware and software. Customer acknowledges that any warranty with respect to any third-party hardware and software that is not the Hardware is provided exclusively by the manufacturer thereof, and not by Intenseye, and that Intenseye shall have no obligation or liability whatsoever with respect to any such third-party hardware and software.

7.3. Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE HARDWARE IS DONE AT CUSTOMER'S SOLE RISK, CUSTOMER ASSUMES ALL LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF THE HARDWARE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTENSEYE WILL HAVE NO LIABILITY TO CUSTOMER BASED ON CUSTOMER'S USE OF THE HARDWARE, INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY RESULT FROM CUSTOMER'S USE OF THE HARDWARE.

7.4. Return of Leased Hardware. Upon expiration or termination of the applicable SOW, Customer shall promptly return all leased Hardware to Intenseye in good working order in accordance with Intenseye's instructions. Customer assumes the risk of loss or damage to the Hardware while in its possession, except for damage resulting from (i) normal and reasonable use, (ii) latent defects, (iii) manufacturer defects, or (iv) ordinary wear and tear. For purposes of this Agreement, damage caused by "ordinary wear and tear" includes cosmetic blemishes (such as surface scratches or discoloration), and other degradation that does not materially affect the functionality or performance of the Hardware. Customer shall not be held liable for any degradation, failure, malfunctions, or damage caused by age, manufacturer defects, or environmental factors outside of Customer's control or otherwise not due to Customer's misuse, negligence, or intentional damage.

7.5. No Agency or Employment Relationship. Nothing in this Hardware Addendum shall be construed to create any agency, joint venture, partnership, or employment relationship between Customer and any subcontractor or third party engaged by Intenseye.

7.6. General. This Hardware Addendum is subject to and governed by the terms and conditions of the Agreement. In the event of a conflict between this Hardware Addendum and the Agreement, the terms of this Hardware Addendum shall govern solely with respect to the Hardware.