

MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Master Software as a Service (SaaS) Agreement was executed and took effect on the date of Customer's execution of this Agreement or the first SOW ("**Effective Date**") by and between Intenseye, Inc., a Delaware corporation with offices located at 1250 Broadway, Suite 401, New York, NY, 10001 ("**Intenseye**") and Customer identified in the Statement of Work ("**Customer**").

Customer and Intenseye shall be hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

BY SIGNING A STATEMENT OF WORK OR OTHERWISE ACCESSING, RECEIVING, AND/OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IN NO EVENT MAY YOU ACCESS, RECEIVE, OR OTHERWISE USE ANY INTENSEYE PRODUCT OR SERVICE WITHOUT AGREEING TO THESE TERMS (OR ANOTHER AGREEMENT AGREED TO IN WRITING BY INTENSEYE).

1. DEFINITIONS

"Affiliates" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, "**Control**" means beneficial ownership of 50% or more of the voting power or equity in an entity.

"Agreement" means, collectively, this Software as a Service Agreement and all SOWs issued under this Agreement and any other attachments hereto.

"Authorized User" means the individuals authorized by the Customer to access and use the Services.

"Customer" means the customer identified in the SOW.

"Customer Data" means any data, images, or video footage data submitted, uploaded, imported, integrated, or otherwise communicated or made available by or on behalf of Customer to Intenseye, excluding Service Data.

"Facility" means the sites/facilities/plants of the Customer in which Services are to be used by Customer.

"Fees" has the meaning set forth in Section 5.1.

"Hardware" means the hardware devices leased or purchased by Customer pursuant to a Statement or 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. Intenseye will provide the Hardware in accordance with the Hardware Addendum available at www.intenseye.com/legal, and which are hereby incorporated into this Agreement, and the applicable SOW.

"License Start Date" means the date of commencement of the Services set forth in the relevant SOW.

"License Term" means the initial Service term for which the Services can be used in a Facility in accordance with this Agreement and the agreed upon time period in the relevant SOW.

"Partner" means a third-party authorized by Intenseye (distributor, reseller, or marketplace) to resell the Services, to whom Customer has delivered an ordering document for such Services.

"Services" has the meaning set forth in Section 2.

"Service Data" means any statistical and/or other benchmark data gathered by Intenseye from Customer's use of the Services.

“Service Software” means the AI-powered image processing based workplace safety and security software application that Intenseye provides remote access to and use of as part of the Services, as further described in the SOW.

“Statement of Work” or “SOW” means the document that is mutually agreed to in writing by the Parties that issued under this Agreement and describes, among other things, the Services to be made available, the Fees to be paid, payment term, and License Term. In case of a Partner Arrangement, means each order document submitted to Intenseye by a Partner on behalf of Customer, and accepted by Intenseye, indicating Partner’s firm commitment to purchase the Services and for the prices set forth thereon.

2. SUBJECT

This Agreement sets out the principles regarding provision of services detailed in the related SOW via the Service Software and/or Hardware (collectively, the **“Services”**) to the Customer by Intenseye and the rights and obligations of the Parties in respect thereof.

3. TERM

This Agreement enters into force on Effective Date and remains in effect until the expiration of the License Terms in all effective SOWs issued under this Agreement (**“Term of the Agreement”**). The term of the Services will commence on License Start Date set forth in the SOW and shall continue for the License Term identified therein, and any renewal thereof, unless earlier terminated pursuant to the terms of this Agreement.

4. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

4.1. Access and Use of Services. Subject to Customer’s payment obligations, Intenseye hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license to access and utilize the Services pursuant to the terms of this Agreement and the applicable SOW.

4.2. Reservation of Rights. Intenseye and its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Service Software, Services, and Service Data, including any improvements, modifications, and enhancements (collectively **“Intenseye Intellectual Property”**). Intenseye expends significant resources gathering, assembling, and compiling the Service Data and such Service Data constitutes an original compilation protected by applicable copyright laws. Except for the rights expressly granted in this Agreement, Customer shall acquire no other rights, express or implied, in or to the Intenseye Intellectual Property, and all rights not expressly provided to Customer hereunder are reserved by Intenseye and its licensors. If Customer chooses, in its sole discretion, to provide Feedback (defined below) to Intenseye, nothing in this Agreement or in the parties’ dealings arising out of or related to this Agreement will restrict Intenseye’s right to use, disclose, publish, or otherwise exploit Feedback, without compensating or crediting Customer or the individual providing such Feedback. **“Feedback”** means any feedback (e.g., questions, comments, suggestions, or the like), whether orally or in writing, regarding any of the Services.

4.3. Use Restrictions. Customer will not, directly or indirectly (i) alter or modify any portion of the Services or Service Software, or (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Services, Service Software, or any software, documentation, or data related to the Services. Customer shall not make the Services and Service Software available for the benefit of any third party, or sell, resell, license, sublicense, distribute, rent, or lease the Services to any third party for any purpose, commercial or otherwise.

4.4. Customer Data. Customer retains all of its intellectual property rights in and to the Customer Data. Customer hereby grants Intenseye a non-exclusive, non-transferable, non-sublicensable (except as set forth herein), royalty-free right during the Term of the Agreement (i) to copy, transmit, and display Customer Data to analyze, develop, test, operate, provide, and support the Services and/or any of products of Intenseye, (ii) to train, fine-tune, and

otherwise improve Intenseye's algorithms, as reasonably necessary for Intenseye to provide the Services in accordance with this Agreement and (iii) to increase accuracy of and otherwise improve the Services; unless otherwise set forth in the SOW. For clarity, subject to the limited licenses granted herein, Intenseye acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any Customer Data. All intellectual and industrial property rights regarding the Customer Data other than the specified right of use belong to Customer and this limited usage right granted to Intenseye cannot be interpreted in a way to limit Customer's use of the Customer Data. Customer shall be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired such Customer Data. Customer represents and warrants that: (a) it owns or has the right to make Customer Data available to Intenseye; and (b) the transmission or posting of Customer Data on or through the Service and use of Customer Data by Intenseye as contemplated herein will not (1) violate the intellectual property, privacy, publicity, or other rights of any person or (2) breach any contract between Customer and a third party. To the extent Customer Data includes information that is also personal data, Intenseye does and shall comply with all applicable laws and regulations involving the use, protection, and maintenance of such personal data. Where an Authorized User submits Customer Data, including personal data about such Authorized User, directly to the Service or Intenseye, the provisions of this Section will apply to such Authorized User.

5. FEES AND PAYMENT

- 5.1. **Fees.** In exchange for the provision of the Services, the Customer will pay Intenseye the fees for Services set forth in the relevant SOW (the "**Fees**").
- 5.2. **Payment.** Customer shall execute an ACH authorization and expressly authorizes Intenseye to charge the applicable Fees through the credit card/financial institution designated by Customer. If the Customer's pre-authorized payment method fails, Intenseye will provide notification of such payment failure. If the Customer fails to rectify the payment failure within ten (10) days of written notice, Intenseye may immediately suspend the provision of Services without notice.
- 5.3. **Payment Term.** All Fees payable in connection with the Services shall be paid according to the payment schedule set forth in the applicable SOW.
- 5.4. **Late Payments.** Intenseye may suspend or terminate Services for payments that are more than thirty (30) days past due. Past due payments will accrue interest at the greater of 1.5% monthly or the highest interest rate allowable under applicable law.
- 5.5. **Taxes.** The Customer is responsible for paying any applicable governmental sales, use, value-added, commodity, harmonized and other taxes imposed on the purchase or use of the Services. To the extent Intenseye is required to collect such taxes, the applicable tax will be added to the Customer's billing account.
- 5.6. **No Refunds.** The Customer shall be responsible for all Fees for the entire, applicable License Term. Unless otherwise set forth in the SOW, Fees will not be prorated upon cancellation and/or termination and all Fees paid through the date of termination are nonrefundable. For the avoidance of doubt, with the signature of any SOW, Intenseye is entitled to receive the Total Fees stated in the relevant SOW. In case the Customer does not wish the same number of Facilities as stated in the relevant SOW, to be connected with Service Software and/or does not use the Services in the same number of Facilities as stated in the relevant SOW, the Customer cannot refrain from paying and/or claim for a refund of the Total Fees stated in the relevant SOW, by claiming that the Customer did not use the Services, except if such non-use directly arises from Intenseye's breach of this Agreement. However, Customer's rights under termination for cause are reserved.
- 5.7. **Partner Arrangement.** If the Customer receives the Services through a Partner, pricing, payment of fees, and any associated taxes shall be the sole responsibility of, and agreed between, the Customer and the Partner.

6. AVAILABILITY AND TECHNICAL SUPPORT

- 6.1. Intenseye will provide the Services in accordance with the Service Level Agreement available at www.intenseye.com/legal, as may be updated by Intenseye from time to time, and which are hereby incorporated into this Agreement. Intenseye may provide bug fixes, patches, and maintenance releases to the Services at any time.
- 6.2. Should Intenseye require Customer's support, assistance, or cooperation within the scope of the performance of Services, Customer shall not refrain from cooperating with Intenseye.

7. PRIVACY AND DATA PROTECTION

- 7.1. Each party shall comply with its obligations under the Data Processing Addendum, available at www.intenseye.com/legal, as may be updated by Intenseye from time to time, and which are hereby incorporated into this Agreement.
- 7.2. For purposes of this Agreement, Intenseye operates as the data processor under the direction of the Customer, who operates as the data controller. Customer has full control and discretion of its Personal Data (as defined in the Data Processing Addendum) to submit to Intenseye. Within the scope of the Services provided by the Intenseye as per this Agreement, Intenseye as a data processor will only process Personal Data processed by the data controller Customer only for the purposes set forth in the Agreement. Intenseye will not process Personal Data captured by video cameras for advertising, sales, or similar purposes.
- 7.3. Customer is solely responsible for securing its Facilities and its equipment used in connection with the Services. Intenseye shall have no liability in connection with the security of Customer's Facilities, equipment, or any security incident occurring in connection therewith.

8. CONFIDENTIALITY AND NON-DISCLOSURE

- 8.1. In providing the Services under this Agreement, each Party may have access to the other Party's confidential and proprietary information ("**Confidential Information**"). To the extent such Confidential Information is disclosed to the Parties, the Party receiving the Confidential Information ("**Receiving Party**") shall not disclose any Confidential Information to any third party for any reason without the prior written consent of the Party disclosing the Confidential Information ("**Disclosing Party**"), other than its employees or agents who have a need to know about such information for the performance of this Agreement. The Receiving Party shall not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations or exercise its rights under this Agreement.
- 8.2. In the event the Receiving Party is requested or required by legal process to disclose any of the Confidential Information, the Receiving Party shall, if legally permitted, give the Disclosing Party prompt notice so that the Disclosing Party may seek a protective order or other appropriate relief prior to any such disclosure. If such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information that its legal counsel advises that it is legally required to disclose and shall work with the Disclosing Party to minimize the extent and effect.
- 8.3. Both parties understand and agree that monetary damages will not be a sufficient remedy for any breach of the Receiving Party's confidentiality obligations under this Section and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach for the Disclosing Party but will be in addition to all other remedies available to the Disclosing Party at law or in equity.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Mutual Warranties.** Each Party represents and warrants that: (i) Each Party is a business duly incorporated and in good standing under the laws of its state of incorporation; (ii) Each Party has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement; and (iii) Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit access or use any Services in a U.S. embargoed country or in violation of any other applicable export laws or regulations.
- 9.2. Intenseye Representations and Warranties.** Intenseye represents, warrants and covenants that throughout the Term of the Agreement that (i) the Service shall perform materially in accordance with the functionality set forth in the applicable documentation; (ii) it will employ then-current, industry-standard measures designed to identify, detect, and remediate viruses, trojan horses, worms, logic bombs, or other harmful code or programs; (iii) the Service will be provided in accordance with the Service Level Agreement available at www.intenseye.com/legal, and incorporated herein by reference; (iv) it is the sole owner of the Service or otherwise has full power and authority to grant to Customer the rights to use the Services and other rights granted herein; (v) as of the Effective Date, and to Intenseye's actual knowledge, the license of and authorized use by Customer of the Service as described herein do not infringe upon or misappropriate any proprietary or intellectual property right of any third party; and (vi) it will provide the Service in accordance with laws and regulations applicable to its provision to its customers generally of the Service (i.e., laws and regulations that apply without regard for Customer's particular use of the Service), subject to Customer's and its Authorized Users' use of the Services in accordance with this Agreement.
- 9.3. Customer Representations and Warranties.** Customer represents and warrants that: (i) its use of the Service, including any Customer Data provided by Customer for use with the Service or handling by Intenseye, will: (a) comply with any applicable law or regulation, (b) not cause a breach of any agreement with or rights of any third party (including without limitation the rules of any social network platform or any data subject rights) and (c) not unreasonably interfere with use of services offered by the Intenseye to third parties; and (ii) it shall use the Service strictly in accordance with this Agreement and other written instructions (e.g., product documentation, release notes, mutually agreed SOWs, etc.) provided or made available by Intenseye.

10. DISCLAIMERS

- 10.1.** INTENSEYE DOES NOT MAKE ANY GUARANTEE OF IMPACT, OUTCOME, OR RESULTS. UNLESS OTHERWISE STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO CUSTOMER THROUGH THIS AGREEMENT, INCLUDING THE SERVICE SOFTWARE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT WHERE PROHIBITED BY LAW, INTENSEYE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND WILL NOT BE LIABLE FOR CUSTOMER'S USE OF OR RELIANCE ON THE SERVICES. GIVEN THE PROBABILISTIC AND PREDICTIVE NATURE OF MACHINE LEARNING, THE SERVICE MAY IN SOME SITUATIONS PRODUCE ANALYTICS OR OUTPUT THAT IS INACCURATE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY, AND COMPLIANCE WITH APPLICABLE LAW OF THE ANALYTICS OR OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE CUSTOMER DATA AND OTHER MATERIALS PROVIDED AND CUSTOMER'S COMPLIANCE WITH THIS AGREEMENT, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, INTENSEYE WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER DATA, THE ANALYTICS, OUTPUT, OR THEIR RESPECTIVE USE BY CUSTOMER. Customer will evaluate the reliability and accuracy of any analytics and/or output as appropriate for the applicable use case, including by using human review of the analytics and/or output.
- 10.2.** The purpose of the Services provided by Intenseye is to provide technical solutions solely to facilitate Customer's compliance with the applicable occupational health and safety legislation at the Customer's Facilities specified in the SOWs, limited to the scope of Services defined in the SOWs. In this context, Intenseye cannot be held liable in the event of any situation contrary to the relevant legislation, especially occupational accidents that may occur in the Facilities during the utilization of the Services. Accordingly, Customer acknowledges and agrees that Intenseye shall not be liable for any loss, damage, or legal or financial consequences arising out of or resulting from any act or

omission of the Customer, including but not limited to: any reliance by the Customer on analytics, insights, or output generated by the Services, the collection, processing, or reporting of Customer Data in connection with the Services; or any machine stoppages, production delays, system malfunctions, or failed, delayed, or missed real-time alerts or interventions, including but not limited to those relating to workplace accidents, property damage, regulatory penalties, or operational losses.

11. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, SECURITY BREACH, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF ITS PAYMENT OBLIGATIONS, AND FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, INCLUDING THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO INTENSEYE DURING THE LICENSE TERM GIVING RISE TO THE CLAIM.

12. INDEMNITY

12.1. By Intenseye. Intenseye agrees to indemnify, defend, and hold harmless Customer, and its Customer subsidiaries, affiliates, officers, directors, shareholders, employees, and each of their respective successors and assigns (the "**Customer Indemnified Parties**") from and against all damages, losses, liabilities, expenses, fees, or costs (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with any third-party claim, demand, or action brought or asserted against any of the Customer Indemnified Parties arising out of or relating to a claim that the Services infringe another person's patent, copyright, trade secret, or trademark rights. Intenseye will not have liability for, and Customer will defend Intenseye against, and pay any damages awarded against Intenseye and direct expenses (including reasonable attorneys' fees) to the extent the claimed infringement would not have occurred but for (i) the use of the Services other than in accordance with Intenseye's published instructions, (ii) any unauthorized modification or alteration of the Services by Customer, (iii) any combination or use of the Services with any other product or system or technologies not supplied by Intenseye or otherwise anticipated by this Agreement, (iv) Intenseye's compliance with Customer's design or specifications, and/or (v) any refusal to accept or use suitable modified or replacement of the Services provided by Intenseye to avoid infringement. In the event of claimed infringement, Intenseye shall, at its option: (A) obtain a right for Customer to continue using the Services for no additional fee; (B) modify the Services (as applicable) to make it non-infringing; (C) replace the Services (as applicable) with a non-infringing equivalent with the same functionality, features, and performance; or (D) terminate this Agreement and refund on a pro-rata basis the unused portion of the Fees. This Section 12.1 states Intenseye's entire and exclusive obligation, and Customer's exclusive remedy, for any claim of any nature related to the infringement or misappropriation of third-party intellectual property rights by the Services.

12.2. By Customer. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless Intenseye, and its Intenseye subsidiaries, affiliates, officers, directors, shareholders, employees, and each of their respective successors and assigns (the "**Intenseye Indemnified Parties**") from and against all damages, losses, liabilities, expenses, fees, or costs (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with any third party claim, demand, or action brought or asserted against any of the Intenseye Indemnified Parties arising out of or relating to (i) Customer's violation of any third party right, including without limitation any intellectual property right, publicity, property, or privacy right, (ii) Customer's use of the Service in violation of this Agreement or any other terms or policies applicable to Customer, and (iii) Customer's failure to obtain the proper consents and/or authorizations for the collection, processing, transmission, and/or usage of Customer Data as contemplated under the Agreement.

12.3. Notice. As a condition to an indemnifying Party's (each, an "**Indemnitor**") obligations under this Section, a Party entitled to indemnification (each, an "**Indemnitee**") will: (i) promptly notify the Indemnitor of the claim for which the Indemnitee is seeking indemnification; (ii) grant the Indemnitor sole control of the defense and settlement of the claim; (iii) provide the Indemnitor, at the Indemnitor's expense, with assistance, information, and authority reasonably required for the defense and settlement of the claim; (iv) preserve and will not waive legal, professional, or any other privilege attaching to any of the records, documents, or other information in relation to such claim without prior notification of consent by the Indemnitor. The Indemnitor will not settle any claim that involves a remedy other than payment without the Indemnitee's prior written consent, which may not be unreasonably withheld or delayed. An Indemnitee has the right to retain counsel, at the Indemnitee's expense, to participate in the defense or settlement of any claim. The Indemnitor will not be liable for any settlement or compromise that an Indemnitee enters into without the Indemnitor's prior written consent.

13. RENEWAL AND TERMINATION

13.1. Renewal. Except as otherwise specified in the SOW, Services (the relevant SOW) will not automatically renew for additional periods equal to the expiring License Term, unless Customer gives Intenseye a written notice of renewal before the end of the applicable License Term.

13.2. Automatic Termination. This Agreement shall automatically terminate, without notice, (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts, (ii) upon either Party making an assignment for the benefit of creditors, or (iii) upon either Party's dissolution or ceasing to do business.

13.3. Termination for Cause. Either Party may terminate this Agreement if the other Party breaches any material provisions of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach.

13.4. Survival. This section Survival and the following Sections survive termination of this Agreement: Reservation of Rights, Confidentiality & Non-Disclosure, Disclaimers, Indemnity, Limitation of Liability, and Governing Law.

14. GENERAL PROVISIONS

14.1. Affiliates. Any Affiliate of Customer will have the right to enter into a SOW executed by such Affiliate and Intenseye and this Agreement will apply to each such SOW as if such Affiliate were a signatory to this Agreement. With respect to such SOWs, such Affiliate becomes a Party to this Agreement and references to Customer in this Agreement are deemed to be references to such Affiliate, provided that if any such Customer Affiliate participates in this Agreement, Customer will be responsible for the acts and omissions of each such Affiliate as if each were "Customer" hereunder.

14.2. Subcontracting. Intenseye may use subcontractors and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations hereunder as it deems appropriate, provided that the Intenseye remains responsible for the performance of each such Subcontractor.

14.3. Force Majeure. Except for a Party's payment obligations hereunder, neither Party will be deemed in breach of this Agreement if the failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or labor problems, computer, internet, or telecommunications failures or delays, computer hacking, network intrusions, cyber-attacks, or denial of service attacks, but only if (a) such Party gives prompt written notice to the other Party of the force majeure event, and (b) such failure or delay results notwithstanding the exercise of reasonable care and diligence to avoid or mitigate the same in anticipation of or in response to such causes. The time for performance will be extended for a period equal to the duration of the force majeure event.

- 14.4. Relationship of the Parties.** The Parties' relationship is strictly that of independent contractors and this Agreement do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has the power to bind the other, make any warranties or representations, or incur, assume, or create obligations on the other's behalf without the other's prior written consent and each Party agrees that it will not perform any act or omission to the contrary.
- 14.5. No Third-Party Beneficiaries.** Subject to Section 14.1, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective indemnitees (as set forth herein), successors and assigns.
- 14.6. Severability.** The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 14.7. Modifications.** No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.
- 14.8. Assignment.** Neither Party shall assign any of the rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld. However, consent is not required for an assignment of this Agreement in connection with a change of control, merger, stock transfer, sale, or other disposition of substantially all the assets of the assigning Party's business.
- 14.9. Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 14.10. No Waiver.** No failure or delay by a Party exercising any right, power, or privilege under this Agreement will operate as a waiver thereof.
- 14.11. Interpretation.** Headings are for reference purposes only and do not limit the scope or extent of such section.
- 14.12. Notices.** All notices required or permitted to be given under this Agreement will be in writing and delivered to Intenseye and to Customer at the addresses provided in the SOW.
- 14.13. Governing Law and Venue.** This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to the conflicts of laws. In addition, the Parties mutually acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, shall not be governed by the Uniform Commercial Code of any state having or claiming jurisdiction. The Parties consent to the exclusive jurisdiction of the State of New York, and venue in New York County, with regard to any controversy or claim arising out of or relating to this Agreement including any Annex, Schedules, SOW, order form, and the transactions contemplated therein, or the breach thereof.
- 14.14. Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature (e.g., DocuSign) complying with the U.S. Federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 14.15. Entire Agreement and Construction.** This Agreement and any SOWs constitute the entire and exclusive agreement between the Parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. Except as contemplated to the contrary herein with respect to SOWs, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between

the provisions in this Agreement and any SOW, the SOW will take precedence solely in connection with those specific Services set forth in such SOW and the delivery thereof. In all other instances, this Agreement shall govern and control. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order issued by Customer or in any other Customer order documentation shall be incorporated into or form any part of this Agreement.