

## AMHERST INTELLIGENT SECURITY, INC.

### TERMS AND CONDITIONS (the "Agreement")

**1. SERVICES.** The "Services" consist of: Amherst Intelligent Security's ("AIS") cloud-based AI-powered video analytics software platform and related services, for security surveillance management, as further described in the applicable Sales Order.

**2. DEFINITIONS.** Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

**2.1 "Access Protocols"** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Licensee or any Authorized Users to access the Services.

**2.2 "Authorized User"** means any individual who is an employee of Licensee, or such other person or entity as may be authorized by AIS to access the Services pursuant to Licensee's rights under this Agreement.

**2.3 "Effective Date"** means the date specified in the applicable Sales Order.

**2.4 "Intellectual Property Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

**2.5 "Licensee"** means the party identified in the applicable a Sales Order.

**2.6 "Licensee Content"** means any content that is uploaded onto the Services by Licensee or an Authorized User or otherwise used on or in connection with the Software, including but not limited to data from surveillance video devices.

**2.7 "Sales Order"** means the order form, statement of work, software agreement, long term agreement, or other agreement by and among AIS and Licensee identifying the Services to be made available by AIS pursuant to this Agreement, the

subscription term, the applicable fees and charges, and any limitations or restrictions in connection with Licensee's access to and use of such Services.

**2.8 "Software"** means the software programs and any associated user interfaces and related technology that AIS makes available pursuant to this Agreement for access and use through the Services.

### 3. PROVISION OF SERVICES

**3.1 Access.** AIS will provide the Services via a cloud-based online user portal. AIS shall provide to Licensee the Access Protocols in accordance with the schedule set out in the Sales Order.

**3.2 Responsibility for Software and Hosting.** AIS shall use commercially reasonable efforts to host and make available the Software accessible as part of the Services in accordance with the Service Level Agreement attached as Exhibit A, provided that nothing herein shall be construed to require AIS to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Licensee or any Authorized User to provide access from the Internet to the Services. Licensee understands and acknowledges that it is solely responsible for the installation, maintenance, connectivity, and operation of any surveillance video devices. The Software may only be used in conjunction with the Services. Licensee shall not modify or distribute the Software in any way without the prior express written consent of AIS.

**3.3 Support Services.** AIS shall use commercially reasonable efforts to provide the support services in accordance with AIS's then-current service level agreement for the applicable Services as further described in Exhibit A.

### 4. INTELLECTUAL PROPERTY

**4.1 License Grant.** Subject to the terms and conditions of this Agreement, AIS grants to Licensee a non-exclusive, non-transferable license during the term set forth on the Sales Order to access and use the Services in accordance with the terms of this Agreement and any restrictions or limitations set forth on the applicable Sales Order(s).

**4.2 Ownership; Limitations.** The Services, Software, and all other materials provided by AIS hereunder, including but not limited to all manuals, reports, records, programs, data and other materials,

and all Intellectual Property Rights in each of the foregoing, are the exclusive property of AIS and its suppliers. Licensee agrees that it will not, and will not permit any Authorized User or other party to: (a) permit any party to access the Software or use the Services, other than the Authorized Users authorized under this Agreement; (b) modify, adapt, alter or translate the Software, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Software; (e) use or copy the Software except as expressly allowed under this Agreement; or (f) disclose or transmit any data contained in the Software to any individual other than an Authorized User, except as expressly allowed herein. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Licensee regarding the Services, Software, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Software.

**4.3 License to Reports.** As part of the Services, AIS will create and make available to Licensee security incident and other related reports (“**Reports**”). AIS hereby grants to Licensee the non-exclusive, non-sublicensable, non-transferable, fully paid-up, royalty-free, perpetual, and revocable right and license to use, reproduce, modify, create derivative works of, and display the Reports solely for Licensee’s internal business purposes.

**4.4 Reservation of Rights.** All rights in and to the Services and Software not expressly granted to Licensee in this Agreement are reserved by AIS and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Licensee regarding the Software and Services or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Software.

**4.5 Open Source Software.** Certain items of software may be provided to Licensee with the Software and are subject to “open source” or “free software” licenses (“**Open Source Software**”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 4.1 and 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Licensee’s rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for

particular Open Source Software, AIS makes such Open Source Software, and AIS’s modifications to that Open Source Software, available by written request at the notice address specified below.

**4.6 Feedback.** Licensee agrees that AIS has the right to use any reporting of errors, problems, or defects, or suggestions for changes and improvements to the Services made by Licensee (collectively, “**Feedback**”) at its sole discretion, including incorporating all or some of the Feedback into the Software and Services or any other version of the Software and Services AIS may make available, or any other software or intellectual property created by AIS, all without notice to, payment of or consent from Licensee. This right is an unlimited, perpetual, fully paid-up, worldwide, non-exclusive, fully transferable, fully sublicensable and irrevocable right to execute, reproduce, distribute, perform, display, modify, create derivative works of, make, have made, use, import, sell, offer to sell and otherwise transfer the Feedback and to practice or have practiced any process or method involved in any use thereof.

**5. FEES.** Licensee agrees to pay to AIS the fees for the Services ordered, as set forth on the Sales Order (“**Fees**”). Except as otherwise set forth on a Sales Order, Fees shall be paid on a monthly basis, in advance, net thirty (30) days of receipt of invoice. Fees are exclusive of taxes. Licensee is responsible for all taxes applicable to the Services. AIS may increase Fees following expiration of the Initial Term (as defined below) or any Renewal Term (as defined below) on giving at least 60 days’ advance written notice.

## **6. LICENSEE CONTENT AND RESPONSIBILITIES**

**6.1 License; Ownership.** Licensee grants AIS a non-exclusive, worldwide, royalty-free and fully paid license to use the Licensee Content as necessary for purposes of providing and improving the Services and Software (including but not limited to using and analyzing Licensee content for AI and machine-learning purposes), storage, and playback. All rights in and to the Licensee Content not expressly granted to AIS in this Agreement are reserved by Licensee.

**6.2 Authorized Users Access to Services.** Licensee may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement and the restrictions in the Sales Order. User IDs cannot be shared or used by more than one Authorized User at a time. Licensee shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify AIS promptly of any such unauthorized use known to Licensee.

**6.3 Licensee Warranty.** Licensee represents and warrants that it has all rights and authority necessary to collect and provide all Licensee Content to AIS to perform the Services. Licensee further represents and warrants that Licensee Content hosted by AIS as part of the Services shall not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be defamatory, obscene, or pornographic; or (d) violate any applicable laws or the rights, including any privacy rights, of a third party. AIS is not obligated to back up any Licensee Content; the Licensee is solely responsible for creating backup copies of any Licensee Content at Licensee's sole cost and expense. Licensee agrees that any use of the Services contrary to or in violation of the representations and warranties of Licensee in this section constitutes a material breach of this Agreement.

**6.4 Licensee Responsibility for Data and Security.** Licensee and its Authorized Users shall have access to the Licensee Content and shall be responsible for all changes to and/or deletions of Licensee Content and the security of all passwords and other Access Protocols required in order to access the Services. Licensee shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Licensee Content.

**7. WARRANTIES.** AIS represents and warrants that:

**7.1** the Services will operate in material conformance with the functionality described on AIS's website relating to the applicable Services; provided, however, Licensee has complied with all instructions and other requirements necessary to access and use the Services;

**7.2** the Services will be performed in a professional manner in accordance with industry standards;

**7.3** neither the Software nor the Services, to the best of AIS's knowledge, contain, and AIS will not knowingly insert any lock, replication device, "virus," "worm," or other malware, as those terms are commonly used in the computer industry, or other software code that may (i) limit or prevent full use of the Services as permitted under this Agreement or (ii) harm or otherwise interfere with Licensee's servers or data processing hardware (including terminals, auxiliary storage, and communication and peripheral devices).

**7.4** Except for the foregoing warranties, to the maximum extent permitted by law, the Software,

Services, and all other documentation and materials are provided WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, ERROR FREE OPERATION, COMPLETENESS, AVAILABILITY, TIMELINESS, OR RELIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

## **8. LIMITATION OF LIABILITY**

**8.1 Types of Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH (I) AIS'S PERFORMANCE HEREUNDER, (II) THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE, SERVICES OR OTHER PRODUCTS OR SERVICES HEREUNDER, OR (III) NON-AIS DOWNTIME (AS DEFINED SERVICE LEVEL AGREEMENT ATTACHED AS EXHIBIT A), REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

**8.2 Amount of Damages.** EXCEPT FOR LICENSEE'S RESPONSIBILITY TO INDEMNIFY AIS UNDER SECTION 10.2, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE MAXIMUM LIABILITY OF AIS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO AIS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT, ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

**8.3 Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 8 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations

form an essential basis of the bargain between the parties. These Terms and Conditions are entered into by and between, and may be enforced only by, AIS and Licensee. These Terms and conditions shall not be deemed to create any rights or liabilities in any other third parties.

**8.4 Third Party Services and Products.** AIS SHALL NOT BE RESPONSIBLE FOR, AND DISCLAIMS ALL LIABILITY WITH RESPECT TO, SERVICES OR PRODUCTS (INCLUDING BUT NOT LIMITED TO CAMERAS AND CABLES) PROVIDED BY THIRD PARTIES (INCLUDING SUBCONTRACTORS).

## 9. CONFIDENTIALITY

**9.1 Confidential Information.** During the term of this Agreement, each party (the “**Disclosing Party**”) may provide the other party (the “**Receiving Party**”) with Confidential Information. “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, software, algorithms and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”.

**9.2 Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Licensee) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to AIS). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying

compliance with this sentence. The confidentiality obligations in this Section 9 shall survive for three years following any termination of this Agreement.

**9.3 Exceptions.** The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information; or (e) is necessary to be disclosed to a subcontractor in order for AIS to perform the Services. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

## 10. INDEMNIFICATION

**10.1 By AIS.** AIS will defend, indemnify, and hold harmless Licensee, Licensee's Affiliates, and their respective directors, officers, employees, and agents, and will pay any settlement AIS makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Software or the Services misappropriates any valid United States patent or copyright that has been issued or registered as of the Effective Date (an “**Infringement Claim**”). If any portion of the Software or the Services becomes, or in AIS's opinion is likely to become, the subject of an Infringement Claim, Licensee will immediately cease all use of the Software and Services upon written notice by AIS, in which case this Agreement shall terminate. Notwithstanding the foregoing, AIS shall have no obligation under this section or otherwise with respect to any Infringement Claim to the extent the infringement would not have occurred but for (a) Licensee's use of the Software or the Services not in accordance with this Agreement; (b) any use of the Software or the Services in combination with other products, equipment, software or data not supplied or specified by AIS; or (c) any modification of the Software or the Services by any person other than AIS or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Licensee and the entire liability of AIS, or any of the officers, directors, employees, shareholders, contractors, or

representatives of the foregoing, for infringement claims and actions.

**10.2 By Licensee.** Licensee will defend at its expense any suit brought against AIS, and will pay any settlement Licensee makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Licensee's (and any of Licensee's Authorized Users') breach or alleged breach of this Agreement, including without limitation the representations and warranties in Section 6.

**10.3 Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

## 11. TERM AND TERMINATION

**11.1 Term.** Unless otherwise specified in the applicable Sales Order, this Agreement shall remain in effect for a term of one (1) year from the Effective Date ("**Initial Term**"), unless earlier terminated by either party in accordance with Section 11.2. Following the Initial Term, the Sales Order shall automatically renew for additional, successive periods of one (1) year (each, a "**Renewal Term**"), unless and until either party gives notice to the other party of its intent not to renew at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term".

**11.2 Termination.** Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

**11.3 Effect of Termination.** Upon termination of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) within ten (10) days after the effective date of termination, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in Section 9; and (c) Licensee shall be responsible for payment of all Fees accrued under this Agreement. Sections 2, 4.2, 4.6, 7.4, 8,

Section 9, 10, 11.3, and 12 will survive expiration or termination of this Agreement for any reason.

## 12. MISCELLANEOUS

**12.1** AIS will maintain at its expense the during the Term of this Agreement commercial insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement.

**12.2 Compliance with Laws.** Each party shall comply with all laws, regulations, rules, ordinances and orders applicable to its access to and use of the Services. Without limiting the foregoing, Licensee shall comply with the relevant export administration and control laws and regulations, as may be amended from time to time, including, without limitation, the United States Export Administration Act, to ensure that the Services are not transferred or exported (directly or indirectly) in violation of U.S. law.

**12.3 Assignment.** Licensee may not assign or delegate, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any of its rights or obligations under this Agreement to any third party without AIS's prior express written consent, which shall not be unreasonably withheld.

**12.4 Governing Law and Venue.** This Agreement will be subject to and governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. For any litigation arising from or related to this Agreement, the parties hereby consent to the exclusive jurisdiction of and venue in the state and federal courts located in Hampshire County, Massachusetts. Notwithstanding the foregoing, AIS shall be entitled to seek equitable relief in any court of competent jurisdiction to prevent any threatened or ongoing breach of this Agreement.

**12.5 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable.

**12.6 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.7 Remedies.** Except as provided in Section 10, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Services and Software contain valuable trade secrets and proprietary information of AIS, and AIS acknowledges that Licensee's Content constitutes valuable trade secrets and proprietary information of Licensee. Any actual or threatened breach of the

Sections 4 or 9 will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy. In such case, the non-breaching party will be entitled to immediate injunctive relief without the requirement of posting bond.

**12.8 Force Majeure.** Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a fire, earthquake, flood, act of war, or any similar event beyond the control of such party (a "**Force Majeure Event**"). The party invoking this provision shall notify the other party in writing of the occurrence and expected duration of the Force Majeure Event and shall resume performance as soon as reasonably practicable.

**12.9 Independent Contractors.** Licensee's relationship to AIS is that of an independent contractor, and neither party is an agent or partner of the other. Licensee will not have, and will not represent to any third party that it has, any authority to act on behalf of AIS.

**12.10 Notices.** All notices or other communications required or permitted under this Agreement will be made in writing to the other party by electronic mail as follows: If to AIS, support@amherstintelligentsecurity.com and if to Licensee, at the email address provided to AIS upon registration. Notwithstanding the foregoing, all legal notices will be made in writing to the other party as follows: If to AIS, 30 Boltwood Walk. Amherst, MA

01002, and if to Licensee, at the address provided to AIS upon registration. Such notices will be delivered by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by electronic mail, any such notice will be considered to have been given on the day such electronic mail was sent. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its contact information for receipt of notice by giving notice of such change to the other party.

**12.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

**12.12 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Licensee and AIS.

## EXHIBIT A

### Service Level Agreement

**1. DEFINITIONS.** The following capitalized terms will have the definitions set forth below. All other capitalized terms that are not defined herein shall have those meanings accorded to them in AIS's Terms and Conditions agreement.

**1.1 "AI Software Dashboard"** means the online dashboard Licensee access in connection with use of the Services and the Software.

**1.2 "AIS Service"** means the SaaS offerings and related services made available by AIS that are designed to help customers manage their security operations, that may include alert analysis, investigations, incident reporting, non-remedial alerts, and access to a customer portal that allows the customer to review such alerts, investigations and incidents, as ordered pursuant to a Sales Order.

**1.3 "Non-AIS Downtime"** means Licensee's inability to access Services due to (i) incompatibility of Licensee's equipment or software with the Service; (ii) actions or inactions of Licensee or third parties; (iii) Licensee's use of the Service after AIS has advised Licensee to modify its use of the Service, if Licensee did not modify its use as advised; (iv) acts or omissions of Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the Service by means of Licensee's passwords or equipment; (v) performance of Licensee's systems or the Internet; (vi) any systemic Internet failures; (vii) any Amazon Web Services service disruptions; (viii) unavailability of Licensee's network or Licensee's bandwidth limitations; or (ix) force majeure events.

**1.4 "Scheduled Downtime"** means the total amount of time during any calendar month, measured in minutes, during which Licensee is not able to access the Service due to planned system maintenance performed by AIS.

**1.5 "Total Monthly Time"** means the total minutes in the relevant calendar month less Scheduled Downtime. For any partial calendar month during which Licensee subscribes to the Service, availability will be calculated based on the entire calendar month, not just the portion for which Licensee subscribed.

**1.6 "Unscheduled Downtime"** means the total amount of time during any calendar month, measured in minutes, during which the Licensee is not able to access features or functions of the Software, including e-mail notifications of alerts, other than Scheduled Downtime, as defined above. Unscheduled Downtime shall not include any period during which the Service is unavailable as a result of Non-AIS Downtime.

**1.7 "System Availability"** means, with respect to any particular calendar month, the difference between Total Monthly Time and Unscheduled Downtime, divided by the Total Monthly Time.

**2. SCOPE OF SERVICE.** During the Term, AIS will provide Licensee with the Services described in this Section 2 and as set forth on the Sales Order and in accordance with the terms of the Agreement.

**2.1 AI Security Video Analysis.** AIS will provide (a) cloud based AI-powered security video analysis on 24x7x365 basis for real-time detection of events of interest (including real-time rules-based detections for specific, predefined events), (b) forensic investigation of recorded video, (c) extraction of statistical data for improved operation insights, and (d) access to your AIS Software Dashboard (as defined below).

**2.2 Alert Reporting.** Upon detection of events of interest by AIS's Software, AIS will send an alert to Licensee (an "Alert"). Reports in connection with Alerts report will be available on the Software Dashboard.

**2.3 AI Software Dashboard Access.** Alerts, reports, recommendations, and information regarding products, services, users, and devices will be provided via the AI Software Dashboard.

**2.4 Optional Procurement and Installation of Hardware.** In the event Licensee requests AIS's assistance with the procurement and installation of the hardware for use in connection with the Software and

Services, AIS may, in its sole discretion, may hire a subcontractor of AIS's choice to offer such procurement and installation assistance (the "Optional Services"). If AIS agrees to offer Optional Services, such Optional Services will be provided for in Licensee's Sales Order. AIS is not responsible or liable for such subcontractor's installation work or the quality and functionality of such procured hardware in connection with any Optional Services.

### **3. SYSTEM PERFORMANCE**

**3.1 System Availability:** AIS will undertake commercially reasonable measures to provide for System Availability that equals or exceeds ninety-nine percent (99%) during each calendar month (the "**Service Standard**"). Licensee understands and acknowledges, however, that the Services are provided via networks and equipment that are under the control of third-parties, and that AIS is not responsible or liable for any Non-AIS Downtime.

**3.2 Access to Support; Response Times:** Licensee may report Unscheduled Downtime at any time ("**24x7x365**") by sending AIS an e-mail to support@amherstintelligentsecurity.com. AIS will exercise commercially reasonable efforts to promptly respond to and investigate reports of Unscheduled Downtime.

**4. CUSTOMER NETWORKS AND LICENSEE REQUIREMENTS.** The AIS Service is provided over computer systems and networks licensed to or owned by Licensee and under Licensee's control. Licensee is responsible for maintenance and management of its surveillance and security devices, computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Licensee is responsible for correctly configuring its systems in accordance with any instructions provided by AIS, as may be necessary for provision of access to the features and functions of the Service.

64881807 v5