

VUE ROBOTICS – Arc1/OmniVue SUBSCRIPTION SERVICES AGREEMENT

Resolution# 002-2024
Contract #009-2024

(This Agreement incorporates by reference the full and complete Vue Robotics, LLC Terms and Conditions of Sale and Service Levels (TCS&SL), our Systems Services Levels Policy (Addendum 1, in TCS&SL), our Application Service Levels (Appendix A, in TCS&SL), our Services Privacy Policy (Addendum 2 in TCS&SL) and our Data Processing Policy (Addendum 3, in TCS&SL)

I. Acceptance Guidance:

A. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND VUE ROBOTICS TERMS AND CONDITIONS OF SALE AND SERVICE LEVELS (TCS&SL.) WHICH ARE INCORPORATED INTO THIS DOCUMENT BY REFERENCE.

B. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

II. This Subscription Services Agreement, covers the delivery of information-services-on-demand via a Vue Robotics, LLC cloud-based deployment of its Arc1/OmniVue Platform ("Agreement"). This Agreement sets forth the terms and conditions under which Vue Robotics LLC (Vue Robotics) grants to you ("you" or "customer") the right to use the Vue Robotics LLC Arc1/OmniVue cloud-based products and services ordered and paid for by you (the "Service"). By signing an order form, 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 Arc1/OmniVue cloud-based products and service without agreeing to these terms (as agreed to herein, or by written amendment to the terms of the Agreement set forth below).

III. This Vue Robotics LLC (Vue Robotics) Arc1/OmniVue Subscription Services Agreement, together with the Vue Robotics, LLC Terms and Conditions of Sale and Service Levels (TCS&SL), our Systems Services Levels Policy (Addendum 1, in TCS&SL), our Application Service Levels Appendix A, in TCS&SL), our Services Privacy Policy (Addendum 2 in TCS&SL) and our Data Processing (Addendum 3, in TCS&SL), collectively represent our Subscription Services Agreement (this "Agreement") between Vue Robotics, LLC (Vue Robotics) and the individual or entity that has executed this Agreement ("You", "Licensee", "Subscriber"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

IV. AGREEMENT DEFINITIONS

A. "Ancillary Program" means any software agent or tool owned or licensed by Vue Robotics that Vue Robotics makes available to You for use as part of the ARC1/OMNIVUE Subscription Services for purposes of facilitating Your access to, operation of, and/or use with, the ARC1/OMNIVUE Subscription Services Environment. The term "Ancillary Program" does not include Separately Licensed Third Party Technology.

B. "Auto Renew" or "Auto Renewal" is the process by which the Services Period of certain ARC1/OMNIVUE Subscription Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which ARC1/OMNIVUE Subscription Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.

C. "ARC1/OMNIVUE Subscription Services" means, collectively, the Vue Robotics ARC1/OMNIVUE Subscription Services (e.g., Vue Robotics hardware and software as a service offerings and related Vue Robotics cloud-based information delivery platform) listed in Your order and defined in the Service Specifications. The term "ARC1/OMNIVUE Subscription Services" does not include Professional Services.

D. "Equipment" means any and all data capture instruments and accessories provided as part of the ARC1/OMNIVUE Subscription Agreement for services.

E. "Vue Robotics Programs" refers to the hardware and software products owned or licensed by Vue Robotics to which Vue Robotics grants You access as part of the ARC1/OMNIVUE Subscription Services, including Program Documentation, and any program updates provided as part of the ARC1/OMNIVUE Subscription Services. The term "Vue Robotics Programs" does not include Separately Licensed Third Party Technology.

F. "Professional Services" means, collectively, the consulting and other professional Services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Vue Robotics to You under the order. The term "Professional Services" does not include ARC1/OMNIVUE Subscription Services.

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- G. “Program Documentation” refers to the program user manuals for the Vue Robotics Programs referenced within the Service Specifications for ARC1/OMNIVUE Subscription Services, as well as any help windows and readme files for such Vue Robotics Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Vue Robotics Programs. You may access the documentation online at <http://VueRobotics.com/contracts> or such other address specified by Vue Robotics.
- H. “Separate Terms” refers to separate license terms that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third Party Technology
- I. “Separately Licensed Third Party Technology” refers to any third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- J. “Services” means, collectively, both the ARC1/OMNIVUE Subscription Services and Professional Services that You have ordered.
- K. “Arc1/OmniVue Subscription Services Environment” refers to the combination of hardware (see “Equipment” above) and software components owned, licensed or managed by Vue Robotics to which Vue Robotics grants You and Your Users access as part of the ARC1/OMNIVUE Subscription Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Vue Robotics Programs, Third Party Content, Your Content and Your Applications may be hosted in the ARC1/OMNIVUE Subscription Services Environment.
- L. “Service Specifications” means the descriptions on [www.VueRobotics.com/Terms and Conditions of Sale and Service Levels](http://www.VueRobotics.com/TermsandConditions), or such other address specified by Vue Robotics, that are applicable to the Services under Your order, including any Program Documentation, Vue Robotics Cloud Hosting and Delivery Policies (e.g., support and security policies), and other descriptions referenced or incorporated in such descriptions.
- M. “Services Period” refers to the period of time for which You ordered ARC1/OMNIVUE Subscription Services as specified in Your order.
- N. “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Vue Robotics and made available to You through, within, or in conjunction with Your use of, theARC1/OMNIVUE Subscription Services. Third Party Content does not include Separately Licensed Third Party Technology.
- O. “Users” means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the ARC1/OMNIVUE Subscription Services in accordance with this Agreement and Your order.
- P. “You” and “Your” refers to the individual or entity that has executed this Agreement.
- Q. “Your Applications” means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Vue Robotics “platform-as-a-service” or “infrastructure-as-a-service” ARC1/OMNIVUE Subscription Services. Services under this Agreement, including Vue Robotics Programs and ARC1/OMNIVUE Subscription Services Environments, Vue Robotics intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”
- R. “Your Content” means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Vue Robotics ARC1/OMNIVUE Subscription Services described below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the ARC1/OMNIVUE Subscription Services Environment.

(Please see the TCS&SL for a complete listing of definitions)

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V. TERM OF AGREEMENT. This Agreement is valid for the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered, for any ARC1/OMNIVUE Subscription Services options offered by Vue Robotics for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.

VI. *The Following Elements of this Agreement are further augmented by and additionally addressed under the Vue Robotics, LLC Terms and Conditions of Sale and Service Levels (TCS&SL); please refer to the Vue Robotics, LLC TCS&SL document for details.*

A. RIGHTS GRANTED

1. For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, limited right to access and use the Services that You ordered.
2. You do not acquire under this Agreement any right or license to use the Services, including the Vue Robotics Programs and ARC1/OMNIVUE Subscription Services Environment, in excess of the scope and/or duration of the Services stated in Your order.
3. To enable Vue Robotics to provide You and Your Users with the Services, You grant Vue Robotics the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period.
4. Except as otherwise expressly set forth in Your order for certain ARC1/OMNIVUE Subscription Services offerings, you acknowledge that Vue Robotics has no delivery obligation for Vue Robotics Programs and will not ship copies of such programs to You as part of the Services.
5. The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Vue Robotics that govern your use of Separately Licensed Third Party Technology
6. As part of certain ARC1/OMNIVUE Subscription Services offerings, Vue Robotics may provide You with access to Third Party Content within the ARC1/OMNIVUE Subscription Services Environment.

B. OWNERSHIP AND RESTRICTIONS

1. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Vue Robotics or its licensors retain all ownership and intellectual property rights to the Services, including Vue Robotics Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Vue Robotics under this Agreement.

C. YOU MAY NOT, OR CAUSE OR PERMIT OTHERS TO:

1. Remove or modify any program markings or any notice of Vue Robotics' or its licensors' proprietary rights;
2. Make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
3. Modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services;
4. Perform or disclose any of the following security testing of the ARC1/OMNIVUE Subscription Services Environment or associated infrastructure without Vue Robotics' prior written consent
5. License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Vue Robotics Programs, Ancillary Programs, ARC1/OMNIVUE Subscription Services Environments or materials available, to any third party.

D. SECURITY INTERESTS IN THE EQUIPMENT. In no event shall Licensee assert any ownership interest in or to the Equipment. Licensee shall not grant or permit any person or business entity to assert a security or other interest in the Equipment. At all times during the Subscription Term, Licensee shall ensure that the Equipment is identified as being owned by Vue Robotics, LLC.

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- E. **PERSONAL PROPERTY.** The Equipment is and shall at all times be and remain personal property, notwithstanding that the Equipment, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise.
- F. **SERVICE SPECIFICATIONS**
1. The Services are subject to and governed by Service Specifications applicable to Your order.
 2. Vue Robotics may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content.
- G. **USE OF THE SERVICES AND HARDWARE**
1. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information.
 2. You agree to certain restrictions on use of the Services.
 3. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services.
- H. **TRIAL USE AND PILOT ARC1/OMNIVUE SUBSCRIPTION SERVICES**
1. Vue Robotics may make available certain ARC1/OMNIVUE Subscription Services for trial, non-production purposes. Vue Robotics does not provide technical or other support or offer any warranties for such Services.
- I. **FEES AND TAXES**
1. All fees payable to Vue Robotics are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, *except as provided in this Agreement or Your order*. You will pay any sales, value-added or other similar taxes imposed by applicable law that Vue Robotics must pay based on the Services You ordered, except for taxes based on Vue Robotics' income. Also, You will reimburse Vue Robotics for reasonable expenses related to providing any Professional Services. Fees for Services listed in an order are exclusive of taxes and expenses.
 2. **Self Installed System:** Down payment upon order of 50% of Annual Unit Contract Value April 1st: Remaining Balance, based on successful deployment and delivery of data during the winter season.
 3. **Contract Installed System:** Down payment upon order of 25% of Annual Unit Contract Value. Upon Successful Installation: Progress Payment 25% + any agreed to Installation Costs April 1st: Remaining Balance, based on successful deployment and delivery of data during the winter season.
- J. **SERVICES PERIOD; END OF SERVICES**
1. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain ARC1/OMNIVUE Subscription Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide Vue Robotics with written notice no later than thirty (30) days prior to the end of the applicable Services Period of your intention not to renew such ARC1/OMNIVUE Subscription Services, or (ii) Vue Robotics provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such ARC1/OMNIVUE Subscription Services.
- K. **NONDISCLOSURE**
1. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement.
 2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

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L. DATA PROTECTION

1. In performing the Services, Vue Robotics will comply with the Vue Robotics Services Privacy Policy, which is available at <http://www.VueRobotics.com/html/Services-privacy-policy.html> and incorporated herein by reference. The Vue Robotics Services Privacy Policy is subject to change at Vue Robotics' discretion; however, Vue Robotics policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.
2. Vue Robotics' Data Processing Policy for Vue Robotics ARC1/OMNIVUE Subscription Services (the "Data Processing Agreement"), which is available at <http://www.VueRobotics.com/dataprocessingpolicy> and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that You provide to Vue Robotics as part of the ARC1/OMNIVUE Subscription Services. Vue Robotics may act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the ARC1/OMNIVUE Subscription Services Environment, as specified in this Agreement, the Data Processing Policy and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Vue Robotics' provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
3. The Service Specifications applicable to Your order define safeguards applied to Your Content residing in the ARC1/OMNIVUE Subscription Services Environment. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

M. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

1. Vue Robotics warrants that it will perform (i) ARC1/OMNIVUE Subscription Services in all material respects as described in the Vue Robotics Terms of Sale and Service Levels; and, (ii) Professional Services in a professional manner in accordance with the Service Specifications.
2. VUE ROBOTICS DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT VUE ROBOTICS WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VUE ROBOTICS, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT VUE ROBOTICS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VUE ROBOTICS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. VUE ROBOTICS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. VUE ROBOTICS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.
3. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND VUE ROBOTICS' ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF VUE ROBOTICS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND VUE ROBOTICS WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO VUE ROBOTICS FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

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N. LIMITATION OF LIABILITY

O. INDEMNIFICATION

1. Vue Robotics will indemnify You from certain claims. (See the Vue Robotics Terms and Conditions of Sale and Service Levels).

P. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

1. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Vue Robotics does not control and is not responsible for such Web sites or any such content , products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

2. Any Third Party Content made accessible by Vue Robotics in or through the ARC1/OMNIVUE Subscription Services Environment is provided on an “as-is” and “as available” basis without any warranty of any kind.

3. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. Vue Robotics may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs.

Q. SERVICES TOOLS AND ANCILLARY PROGRAMS

1. Vue Robotics may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Vue Robotics service requests.

R. INSURANCE.

1. Vue Robotics shall pay for insurance on the Equipment and accessories in an amount equal to the maximum insurable replacement value of the Equipment licensed.

S. SERVICE ANALYSES

1. Vue Robotics may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the ARC1/OMNIVUE Subscription Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Vue Robotics may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Vue Robotics retains all intellectual property rights in Service Analyses.

T. EXPORT

1. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services

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U. FORCE MAJEURE

1. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party

V. GOVERNING LAW AND JURISDICTION

1. This Agreement is governed by the substantive and procedural laws of the Commonwealth of Kentucky and You and Vue Robotics agree to submit to the exclusive jurisdiction of, and venue in, the courts in counties in Kentucky in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

W. NOTICE

1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Vue Robotics or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Vue Robotics LLC., 36 Maplewood Ave., Portsmouth, New Hampshire 03801. Attention: General Counsel, Legal Department.

2. To request the termination of Services in accordance with this Agreement, You must submit a service request to Vue Robotics at the address specified in Your order or the Service Specifications.

X. ASSIGNMENT

1. You may not assign this Agreement or give or transfer the Services (including the Vue Robotics Programs) or an interest in them to another individual or entity.

Y. OTHER

1. Vue Robotics is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. To the extent allowable by law, you shall defend and indemnify Vue Robotics against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee. You understand that Vue Robotics' business partners, including any third party firms retained by You to provide consulting services or applications that interact with the ARC1/OMNIVUE Subscription Services, are independent of Vue Robotics and are not Vue Robotics' agents. Vue Robotics is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Vue Robotics subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Vue Robotics would be responsible for Vue Robotics resources under this Agreement.

2. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

3. Except for actions for nonpayment or breach of Vue Robotics' proprietary rights, no action, regardless of Form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

4. Vue Robotics Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Vue Robotics Programs and Services in such applications.

5. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Vue Robotics to perform the Services under this Agreement.

6. You agree to provide Vue Robotics with all information, access and full good faith cooperation reasonably necessary to enable Vue Robotics to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

7. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

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8. Vue Robotics may audit Your use of the Services (e.g., through use of software tools and Equipment) to assess whether Your use of the Services is in accordance with Your order. You agree to cooperate with Vue Robotics' audit and provide reasonable assistance and access to information.

9. The purchase of Arc1/OmniVue Subscription Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase ARC1/OMNIVUE Subscription Services, Professional Services, or other service offerings, programs or products independently of any other order.

Z. ENTIRE AGREEMENT

1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

2. It is expressly agreed that the terms of this Agreement (*which is inclusive of the Vue Robotics, LLC Terms and Conditions of Sale and Service Levels*) and any Vue Robotics order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Vue Robotics document and no terms included in any such purchase order, portal, or other non-Vue Robotics document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Vue Robotics, LLC Terms and Conditions of Sale and Service Levels, together with the Vue Robotics LLC Data Processing Agreement and Vue Robotics, LLC Services Privacy Policy shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Vue Robotics website by authorized representatives of You and of Vue Robotics.

Please indicate that you have read and agreed to the following documents by initialing each box:

The Subscription Services Agreement above; and;

The Vue Robotics, LLC Terms and Conditions of Sale and Service Levels (TCS&SL)

ACCEPTED AND AGREED:

Vue Robotics, LLC

By:  _____

Name: Patrick M. Baglien

Title: President

Date: 10-2-23

Client: LFUCG

By:  _____

Name: Linda Gorton

Title: Mayer

Date: 1/26/2024

Vue Robotics, LLC

STANDARD TERMS AND CONDITIONS OF SALE AND SERVICE LEVELS(TCS&SL)

These Standard Terms and Conditions of Sale and Service (TCS&SL) set forth the terms and conditions that apply to all sales of Services and services by means of a purchase order or other written order ("PO") received by Vue Robotics, LLC, or an affiliate in its global group of companies ("Vue Robotics") to the entity identified in the PO as the Customer ("Customer", "Client"). The terms and conditions included with Vue Robotics written quotation (if any) ("Quotation") and acknowledgement of the PO or invoice with shipment ("Invoice") are incorporated herein by reference, and such terms and conditions together with these Standard Terms and Conditions of Sale and Service Levels and including any written Subscription Services contract between the parties are referred to herein as the "Agreement." Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the Subscription Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with the terms of the Quotation, PO, Invoice or these Standard Terms and Conditions of Sale and Service Levels. The Agreement is formed between the Vue Robotics entity listed on the Quotation or Invoice and Customer when the Customer receives confirmation that Vue Robotics has accepted the PO.

- 1. Agreement.** Vue Robotics or its affiliate shall provide the licensed Subscription Services ("Services" or "Service Plans") and perform the licensed Subscription Services delivery ("Services") described in a Quotation in accordance with the terms and conditions of this Agreement. By submitting a purchase order (PO), accepting shipment the ARC1/OMNIVUE Data Capture Instruments or the commencement of the performance of the OmniVue cloud services, Customer shall be bound by the provisions of this Agreement, whether Customer acknowledges or otherwise signs this Agreement or the Invoice, unless Customer expressly objects to such terms in writing prior to accepting the Services or commencing the performance of Services. This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing signed by an authorized Vue Robotics representative. Vue Robotics shall not be bound by any different or additional terms or conditions (a) contained in any POs, pre-printed forms, online agreements, or in any other documents or communications issued by Customer, or (b) arising from prior courses of dealing, usages of trade, or verbal agreements not reduced to writing and signed by Vue Robotics. Any such different or additional terms or conditions are hereby rejected, and shall be deemed null and void, without the need for Vue Robotics to expressly reject such terms. To the extent that an Invoice might be treated as an acceptance of Customer's PO, such acceptance is expressly made on condition of assent by Customer to the terms and conditions of this Agreement, and Customer's acceptance of the shipment of the Services or commencement of the performance of Services shall constitute such assent. Any supplemental terms, such as label licenses or field restrictions included with the sale of Services hereunder, shall be in addition to, and if in conflict, shall take precedence over the conflicting terms of this Agreement.
- 2. Changes.** Vue Robotics may at any time make changes in the specifications, designs, drawings, samples, qualities, prices, terms, conditions, requirements or descriptions to which the Services are to conform. Vue Robotics shall not be bound by the descriptions or specifications of the Services, or any other information contained in, any advertisement, publication, booklets or pamphlets of Vue Robotics. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under the Agreement, then Vue Robotics and Customer shall discuss in good faith whether a written modification should be made to the Agreement to adjust the price or delivery schedule, or both. Any claim by Customer for such an adjustment must be made in writing within thirty (30) days of the receipt of any such notice provided by Vue Robotics. Nothing in this clause shall excuse Customer from proceeding without delay to perform the PO as changed.
- 3. Cancellations.** A PO constitutes a firm offer and may not be revoked or cancelled at any time. Vue Robotics hereby reserves the right to reschedule any delivery or cancel any PO issued at any time and Vue Robotics shall not be subject to any charges or other fees as a result of such cancellation.

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4. **Shipment.** All ARC1/OMNIVUE Data Capture Instruments shall be suitably packed in Vue Robotics standard shipment packaging, marked, and shipped in accordance with Vue Robotics applicable specifications (or if no specifications are provided, in accordance with reasonable commercial practices) using a carrier of Vue Robotics choice. Services may be shipped, depending on lead time and availability, in installments, if necessary. Unless otherwise agreed, Customer shall clear any imported Services at the point of import and pay all relevant duties. Delivery terms shall be set forth in any Quotation.
5. **Delivery.** Vue Robotics shall make a commercially reasonable attempt to deliver the Services at the time stated in the order confirmation (when applicable) but such dates are estimates only and are not guaranteed. Such dates shall not constitute a term or condition of the Agreement between Vue Robotics and Customer. Vue Robotics accepts no liability whatsoever to meet such dates and such failure shall not entitle Customer to repudiate or cancel a PO. If Vue Robotics delivers any Services in quantities that are less than the quantities specified in the PO, Customer shall notify Vue Robotics of the discrepancy and Vue Robotics shall deliver the confirmed missing allotment of Services. If Vue Robotics delivers any Services in quantities in excess of the quantities specified in the PO, Customer shall return the amount of the over shipment to Vue Robotics or notify Vue Robotics of intention to retain such over shipment. Customer shall pay for those quantities of Services actually accepted by Customer.
6. **Inspection.** Customer shall immediately inspect all deliveries for damage upon receipt and if any damage is noticed, Customer shall accept the shipment only after the driver has noted the damage on both carrier's and Customer's copies of the delivery receipt. Customer shall promptly inspect all shipments for concealed damage, defects, or shortages, and notify Vue Robotics of any such damage, defect, or shortage. Customer's failure to notify Vue Robotics within seven (7) days of delivery (or Customer's non-receipt the Services in the case of non-delivery) of defects or shortages reasonably discoverable upon inspection will be a waiver of any right to make any claim relating to the defective or missing Services, including, without limitation, under the warranty set forth herein.
7. **Acceptance** Unless otherwise agreed in writing by the parties, or as required by law, acceptance shall be deemed to be effected seven (7) days after the date of delivery or installation of the ARC1/OMNIVUE Data Capture Instruments or the performance of the OmniVue cloud Information services. No Services returns will be accepted without the prior approval of Vue Robotics. All claims must be received within 7 days following receipt of the Services. Customer must obtain a return authorization number and return the ARC1/OMNIVUE Data Capture Instruments by the specified courier following the approved temperature guidelines. The ARC1/OMNIVUE Data Capture Instruments must be returned in original condition. Vue Robotics reserves the right to charge a restocking fee for ARC1/OMNIVUE Data Capture Instruments.
8. **Subscription Pricing and Payment.** All prices for the purchase of Subscription Services from Vue Robotics are in the currency stated on the Invoice and are exclusive of all taxes, excises, freight and insurance. Customer shall be liable for such taxes, excises, freight and insurance and these will appear as a separate item on Vue Robotics invoice. If no price is stated, the price shall be Vue Robotics then current published price applicable in the country where the Customer is located. Prices do not include installation and training, unless otherwise stipulated in writing. Payment shall be made as set forth in the Quotation or invoice (and in no event more than thirty (30) days from date of Invoice). In the event of a reasonable dispute, Vue Robotics may, in its sole discretion, stay enforcement of collections beyond thirty (30) days. Vue Robotics may change the terms of credit provided in its sole discretion, or deny the extension of credit altogether.

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9. Subscription Services Period. End of Services.

- a. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain ARC1/OMNIVUE Subscription Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide Vue Robotics with written notice no later than thirty (30) days prior to the end of the applicable Services Period of your intention not to renew such ARC1/OMNIVUE Subscription Services, or (ii) Vue Robotics provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such ARC1/OMNIVUE Subscription Services.
- b. Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Vue Robotics Programs and ARC1/OMNIVUE Subscription Services Environments.
- c. Vue Robotics may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Vue Robotics' reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.
- d. If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Vue Robotics terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.
- e. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

10. Subscription Fee(s).

- a) **Payment of Fees.** In consideration of the access granted pursuant to Section 2.1, Customer shall pay Vue Robotics all fees of the type, amount and payment schedule set forth in the Subscription quotation or otherwise selected by Customer when signing up for a Subscription to the ARC1/OMNIVUE System. All fees are denominated in United States Dollars and are subject to the Subscription cancellation guidelines.
- b) **Authorization.** You authorize Vue Robotics to charge all sums for the orders that you make as described in this Agreement or published by Vue Robotics, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, Vue Robotics may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
- c) **Subscription payments.** Your ARC1/OMNIVUE System subscription may include automatically recurring payments for periodic charges. When you activate a Subscription Service, you authorize Vue Robotics to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The "Subscription Billing Date" is the date when you purchase your first subscription to the Service. For information on the "Subscription Fee," please refer to your Subscription Quotation. Your account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next subscription period. The

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subscription will continue unless and until you cancel your subscription (see Subscription Termination Guidelines below), or we terminate it. You must cancel your Subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). For any billing related questions or to request an account cancellation, please reach out to support@vuerobotics.io and include "Billing" in the subject line. Please include your Vue Robotics name, your name, and email, and your invoice or receipt number.

- d) **Overdue Accounts.** If Vue Robotics incurs legal and/or collection agent costs in relation to Customer's overdue account, then Vue Robotics has the right to charge such costs to the Customer's account. In addition to these costs, Vue Robotics may charge interest on overdue accounts at the rate of 1.5% per month or 18% per annum, or such lower amount as required by law, from the date at which the account becomes overdue.
- e) **Termination Events.** Either party may terminate this Agreement or any Order Form by written notice if the other party is in material breach of this Agreement or such Order, where such material breach is not cured within 30 days after written notice of such breach from the non-breaching party. If Customer fails to pay within 15 days after written notice of nonpayment of any amounts owed to Company, such nonpayment will be deemed a material breach.
- f) **Hardware return (return of ARC1/OMNIVUE Data Capture instruments).** For Vue Robotics owned hardware: at the end of the Term or upon termination of this Agreement, Customer may elect to either, 1) at its expense, with insurance and freight prepaid, return all of the Hardware to a location designated by Vue Robotics or 2) have Vue Robotics take possession of the Hardware and charge Customer its costs to collect the Hardware plus 10%. All Hardware must be in good condition and repair (ordinary wear and tear excepted). Customer shall have no right of purchase and no equity in the Hardware by reason of this Agreement or other operation of law.
 - i. **Loss or Damage.** Customer hereby assumes and shall bear the risk of loss and/or damage of the Hardware if said loss and/or damage is due to Customer's gross negligence or willful or intentional harm while the Hardware is in Customer's possession or on Customer's property, until the Hardware is returned to Vue Robotics. In the event of damage to, loss of or destruction of the Hardware, Customer shall reasonably notify Vue Robotics. Customer is solely responsible for the repair or replacement of damaged, stolen or lost Hardware as provided for in the Subscription Termination Guidelines below.
- g) **Discontinuance of Business.** If Vue Robotics determines to cease to conduct the Subscription Services (ARC1/OMNIVUE Platform) in the normal course of its business, Vue Robotics shall have the right to terminate this Agreement upon reasonable prior written notice.
- h) **Suspension of Subscription Services.** Notwithstanding any provision herein to the contrary, Vue Robotics may suspend the Services in the event of any activity by Customer's or any of Customer's Designated Users, if such activity has, or in Vue Robotics reasonable assessment is likely to have, an adverse effect on the Services.

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i) **Subscription Termination requirements:**

Schedule 1 - Subscription Termination Guidelines			
Receipt of Goods	Notice Requirement	Cancellation Penalty	Failure to Return Vue Robotics' Hardware
Within first 14 days of the receipt of the ARC1/OMNIVUE System Data Capture Instrument(s)	Immediate Written	Subscription Service Fees fully refundable, Installation fees are forfeit.	Failure to return Hardware in proper working order within 15 days, results in additional \$4,500 fee per System Data Capture Instrument for lost or stolen equipment; or full cost of Hardware repair in the case of willful or gross negligence
From 15th day through the 90th day subsequent to receipt of the ARC1/OMNIVUE System Data Capture Instrument(s)	30 day written notice in advance of termination	Subscription Service Fee for 2nd Quarter is forfeit, 3rd and 4th Quarter fees are refundable; Installation fees are forfeit.	Failure to return Hardware in proper working order within 15 days, results in additional \$4,500 fee per System Data Capture Instrument for lost or stolen equipment; or full cost of Hardware repair in the case of willful or gross negligence
From 90th day through 180th day subsequent to receipt of the ARC1/OMNIVUE System Data Capture Instrument(s)	30 day written notice in advance of termination	Subscription Service fees for any unused portion of the second quarter and the third quarter are forfeit; Fourth quarter fees are refundable. Installation fees are forfeit.	Failure to return Hardware in proper working order within 15 days, results in additional \$4,500 fee System Data Capture Instrument for lost or stolen equipment; or full cost of Hardware repair in the case of willful or gross negligence
After the 180th day subsequent to receipt of the ARC1/OMNIVUE System Data Capture Instrument(s)	30 day written notice in advance of termination	Any remaining Subscription Service fees under the contract are forfeit; Installation fees are forfeit.	Failure to return Hardware in proper working order within 15 days, results in additional \$4,500 fee per System Data Capture Instrument for lost or stolen equipment; or full cost of Hardware repair in the case of willful or gross negligence

11. **Insurance.** Except for Customer's assumption of risk as outlined in Section 9(f) through 9(h), Vue Robotics shall bear all risk for Vue Robotics subscription units and shall pay for insurance on the Equipment and accessories in an amount equal to the maximum insurable replacement value of the Equipment licensed. Said coverage insurance policy shall be issued for the benefit of Vue Robotics, LLC and any proceeds there from shall be payable to Vue Robotics. If Vue Robotics provides any insurance herein, Licensee shall pay to Vue Robotics, during the term hereof, the amount of any increase in premiums for the insurance required over and above such premiums paid during the first year of this Subscription Agreement.

Licensee shall provide Vue Robotics with certificates of insurance evidencing the coverage required herein. Licensee shall be solely responsible for fire and casualty insurance on Licensee's property on or about the Equipment. If Licensee does not maintain such insurance in full force and effect, Vue Robotics may notify Licensee of such failure and if

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Licensee does not deliver to Vue Robotics within 10 days after such notice certification showing all such insurance to be in full force and effect.

12. **Limited License.** Subject to the Agreement, and to the terms and conditions of any license provided by Vue Robotics that is specific to a particular product (which shall govern with respect to such product in the event of conflict with the terms herein), Vue Robotics hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Services provided to Customer by Vue Robotics only in accordance with the written published manuals and instructions provided by Vue Robotics. Customer understands and agrees that except as expressly set forth in this Agreement (or in the Vue Robotics-provided license specific to a particular Service or Service Platform), no right or license to any patent or other intellectual property owned or licensable by Vue Robotics is conveyed or implied by this Agreement. In particular, no right or license is conveyed or implied to use any Services provided hereunder in combination with a product not provided, licensed or specifically recommended by Vue Robotics for such use. This limited license only permits the Customer to use the Services in accordance with local laws and regulations in Customer's normal course of business.
13. **Services Marketed for Research Use Only.** No license is conveyed or implied for Customer to use, and Customer agrees not to use, such Services in any manner requiring regulatory approval, clearance or registration relating to the Services use.
14. **Service analyses.** Vue Robotics may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the ARC1/OMNIVUE Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Vue Robotics may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Vue Robotics retains all intellectual property rights in Service Analyses.
15. **Use Restrictions.** Customer is not licensed to, and agrees not to: (a) resell, transfer, or distribute any Vue Robotics-supplied Services, directly or indirectly to any third party for any purpose or use, unless otherwise authorized by Vue Robotics in writing Customer also agrees not to re-export Services from the country or region in which Services were originally purchased.
16. **Customer's duties and restrictions.**
 - a. **User Identification and Control.** You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Vue Robotics, You accept responsibility for the timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Vue Robotics is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of

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Your or Your Users' access to the Services, and agree to notify Vue Robotics immediately of any unauthorized use.

- b. **Login and Password.** Customer must provide Vue Robotics with the email addresses and names for Customer's designated end users and administrators (collectively, the "Designated Users"), Vue Robotics shall assign unique initial login credentials for such Designated Users in order to access the Software. The logins for the Designated Users may not be shared and shall only be used by the Designated User to whom the login is initially assigned. Customer is solely responsible for maintaining the confidentiality of the accounts and related passwords of Customer's Designated Users and all use of such accounts. Each Designated User must be Customer's employee or consultant and under Customer's control. Customer shall be solely responsible for all use of the Services under Customer's account, including by Customer's Representatives. Customer hereby agrees that the act or omission of a current or former Representative shall be deemed the same as if performed by Customer.
- c. **Affirmative Covenants.** Customer shall: (i) ensure Customer's Designated Users, officers, directors employees, contractors, representatives, agents and affiliates (collectively, "Representatives") comply with this Agreement; (ii) take all necessary steps to prevent unauthorized access to or use of the Services; (iii) notify Vue Robotics immediately of any such unauthorized access or use; (iv) comply with applicable federal, state, local, municipal, domestic and foreign laws, rules and regulations ("Law"); (v) use the Services in compliance with all applicable industry standards; (vi) use the Services only for Customer's own internal business purposes and solely in accordance with the terms of this Agreement; and (vii) use the Services solely in accordance with Vue Robotics instructions.
- d. **Customer shall be solely responsible,** at its own expense, for: (a) acquiring, installing and maintaining all connectivity hardware, software, communication lines, related services, and interface devices, and any other equipment as may be necessary to connect to and use the SaaS Services; (b) obtaining all required consents, licenses, and permits; (c) allowing Vue Robotics to access the Services and other devices required for the use of the SaaS Services at the applicable locations ("Site"); and (d) maintaining the Site and all other equipment located at the Site.
- e. **Inappropriate use of Services:** You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Vue Robotics under this Agreement, Vue Robotics reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Vue Robotics shall have no liability to You in the event that Vue Robotics takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications.
- f. **Acceptance of Service Modifications:** You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Vue Robotics Programs, as such Patches are generally released by Vue Robotics as described in the Service Specifications. Except for emergency or security related

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maintenance activities, Vue Robotics will advance notice of the scheduling of application of Patches, where possible, based on Vue Robotics' next available standard maintenance window.

- g. **Customer will not, unless expressly authorized by Vue Robotics, directly or indirectly:**
- i. Use the Vue Robotics SaaS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - ii. Make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
 - iii. Modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Vue Robotics;
 - iv. Perform or disclose any of the following security testing of the ARC1/OMNIVUE Subscription Services Environment or associated infrastructure without Vue Robotics' prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
 - v. Perform or disclose any benchmark or performance tests of the Services, including the Vue Robotics Programs, without Vue Robotics' prior written consent;
 - vi. Use the SaaS Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs;
 - vii. Interfere with or disrupt the integrity or performance of the SaaS Services;
 - viii. Attempt to gain unauthorized access to any of the SaaS Services or Content or any related systems or networks;
 - ix. Modify, copy, or create derivative works based on the SaaS Services or Content or any part, feature, function, or user interface thereof;
 - x. Conceal or remove any title, trademark, copyright, proprietary, or restricted rights notice contained within any of the SaaS Services, Content or Hardware; or
 - xi. Conduct any benchmarking against competitive services or technology with the purpose of disclosing such results to any third party.

17. **Submission of Information and System Usage.** The "System" is the Application and the hardware and software on Vue Robotics' side of the stated Demarcation Point used to provide the services described in the Subscription Agreement. Customer is solely responsible for any and all information submitted to or through the System whether to Vue Robotics or any users. This sole liability shall extend to all transactions included in the System. Vue Robotics has no responsibility or liability for the content, accuracy, or completeness of any such information submitted by Customer or any vendor, customer, or provider of Services to Customer. Without limiting the foregoing, Customer will assure Vue Robotics that all information captured, submitted or provided to the System by Customer is (i) accurate, complete and correct; (ii) does not violate any applicable federal, state, local or international statute, law, or regulation to which any transaction shall be applicable; (iii) does not infringe upon or violate the proprietary or intellectual property rights including trade name, trademark, copyright, or patent interests of any third party, and (iv) does not contain obscene, unlawful, harassing, defamatory, or libelous

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content. Customer further represents and warrants that it possesses all rights, title and interest including applicable intellectual property rights to submit its information to the System.

18. **Internet Link.** Customer's access to the Internet shall be through its own Internet connection and Vue Robotics shall have no responsibility or liability for the same or any other matter on Customer's side of the Demarcation Point described in **Addendum 1**.
 - a. A high speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, "browser" software that supports protocols used by Vue Robotics, including the Transport Layer Security (TLS) protocol or other protocols accepted by Vue Robotics, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Admin users or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Customer Personal Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Vue Robotics. We assume no responsibility for the reliability or performance of any connections as described in this section.
19. **Ownership of Data and Technology.** Subject to the provisions below, Customer shall retain all title and other proprietary rights in and to any proprietary data delivered to the System. Notwithstanding the foregoing, Vue Robotics may use, retain, and reproduce in any form pursuant to its business operations all data delivered to or generated using the System (i) that pertains to the technical and operational functionality of the System or (ii) that is necessary or useful in assisting Vue Robotics in the diagnosis or correction of services performed, preparation of billing statements, the evaluation of its software, or any improvements, upgrades or enhancements thereto, or the compilation of statistical or performance information; or in its generic form, is used to improve system performance and useability.. All rights, title and interests in and relating in any manner to the System, and all software, applications, technology, and procedures developed or provided by Vue Robotics and media and documentation thereto, including, without limitation, report designs, formats and graphics relating to the System shall be the sole and exclusive property of Vue Robotics including, without limitation, all intellectual property rights and all related patents, copyrights, and trade secrets (the "Technology"). In no event whatsoever shall the providing of access to the System or any services hereunder or any terms or conditions of this Agreement vest any ownership or similar rights or interests in or to the Technology to Customer.
20. **Feedback.** From time to time, Customer may provide to Vue Robotics (either on its own accord or at the request of Vue Robotics) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the ARC1/OMNIVUE System (collectively, "Feedback"). Customer hereby grants Vue Robotics a perpetual, irrevocable, worldwide and unlimited right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Customer.
21. **Warranty.** Vue Robotics warrants that it will perform (i) ARC1/OMNIVUE Subscription Services in all material respects as described in this Vue Robotics Terms of Sale and Service Levels; and, (ii) Professional Services in a professional manner in accordance with the Subscription Services Specifications. The warranty provided hereunder is only applicable to the Customer. No third party claims will be honored.
 - a. Instruments and other non-consumable Services are typically warranted against defects in materials and workmanship for twenty four (24) months from the date of delivery; actual warranty period appear on the packaging inserts or on the Invoice ("Warranty Period"). If Vue Robotics receives notice of defects

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during the Warranty Period, Vue Robotics shall, at its sole discretion, either repair or replace such Services which prove to be defective and not caused by the exclusions stated in "Warranty Exclusions" below.

- b. Non-consumable spare parts purchased by Customer carry a three (3) months warranty.
- c. Customer agrees to provide full access to its premises for the purpose of installation or repair, and guarantees that all instruments and work areas that are in contact with biohazardous or hazardous materials are decontaminated prior to service intervention or return of Services to Vue Robotics for service.
- d. Customer will promptly notify Vue Robotics of any change in location to installed Services during the warranty period.

22. Warranty Exclusions. Unless otherwise required by law, the warranties provided above do not include:

- a. Damages caused by normal wear and tear, improper use, storage or handling, or neglect.
- b. Damages caused by accident and disaster which will include, but not be limited to, fire, flood, water, wind, and electrical surge.
- c. Services which have been repaired, altered or modified in any way or parts which have been replaced by Customer or any other person or persons (other than those employed by Vue Robotics) without the prior written consent of Vue Robotics.
- d. Any Services sold as refurbished, reconditioned or used.
- e. Any Services used in a country or associated region different from the country or associated region in which the Services were sold to Customer.
- f. Any Services not used in accordance to Vue Robotics published documentation.
- g. Non Vue Robotics Services or materials supplied; these carry the warranty of the supplier or manufacturer and Vue Robotics makes no claims regarding support of those Services but will make reasonable attempts to transfer the warranty to Customer.

23. Additional Exclusions. Unless otherwise stated in a written agreement between Vue Robotics and Customer, under no circumstances will this Agreement include an extended warranty, any free Services provided to Customer, any option for the future purchase of Services by Customer, an automatic renewal of the Agreement, any performance guarantees, future performance obligations for providing Services, Service or parts, any rebate, any performance discount, an interface or other allowance, or payment terms set forth in **Sections 8 and 9** above..

24. No Other Warranties. THE WARRANTIES IDENTIFIED IN SECTIONS 20 THROUGH 22 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO VUE ROBOTICS SERVICES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

- a. **Disclaimer.** TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 23, VUE ROBOTICS MAKES NO FURTHER WARRANTIES OF ANY KIND.
- b. **System Performance, Third-Party Content, Your Content, Your technology platform.** VUE ROBOTICS DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT VUE ROBOTICS WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VUE ROBOTICS, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU

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ACKNOWLEDGE THAT VUE ROBOTICS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VUE ROBOTICS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. VUE ROBOTICS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. VUE ROBOTICS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

- c. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. VUE ROBOTICS' MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO VUE ROBOTICS FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM VUE ROBOTICS UNDER SUCH ORDER. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THIS PARAGRAPH SHALL NOT APPLY TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY VUE ROBOTICS' EMPLOYEES WHILE ON CUSTOMER'S PROPERTY.
- d. **Allocation of Risk.** The provisions of this Section 23 allocate risks under this Agreement between Customer and Vue Robotics. Vue Robotics' pricing of the ARC1/OMNIVUE Subscription Services reflects this allocation of risks and limitation of liability.

25. **Compliance with Laws.** Customer shall comply with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of any jurisdiction in which Services are provided are performed), including, without limitation any laws and regulations related to anti-corruption, import/export, and intellectual property. Customer shall not take any action that would subject Vue Robotics or any of its affiliated companies to any liability or penalty under any applicable law or regulation. Customer shall not directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any other person or any improper advantage in connection with the receipt of Services . Customer shall not attempt to solicit any kickback or gratuity from Vue Robotics employees.

26. **Nondisclosure.**

- a. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the ARC1/OMNIVUE Services Environment, and all information clearly identified as confidential at the time of disclosure.
- b. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

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27. Data protection.

- a. In performing the Services, Vue Robotics will comply with the **Vue Robotics Services Privacy Policy**, which is available at <http://www.VueRobotics.com/html/Services-privacy-policy.html> and incorporated herein by reference. The Vue Robotics Services Privacy Policy is subject to change at Vue Robotics' discretion; however, Vue Robotics policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.
- b. Vue Robotics' **Data Processing Policy** for Vue Robotics ARC1/OMNIVUE Services (the "Data Processing Policy"), which is available at <http://www.VueRobotics.com/dataprocessingpolicy> and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that You provide to Vue Robotics as part of the ARC1/OMNIVUE Services. Vue Robotics may act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the ARC1/OMNIVUE Services Environment, as specified in this Agreement, the Data Processing Policy and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Vue Robotics' provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
- c. The Service Specifications applicable to Your order define the safeguards applied to Your Content residing in the ARC1/OMNIVUE Services Environment. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

28. **Confidential Information.** All non-public, confidential or proprietary information of Vue Robotics, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Vue Robotics to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Vue Robotics in writing. Upon Vue Robotics request, Customer shall promptly return all documents and other materials received from Vue Robotics. Vue Robotics shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party, or (d) required to be disclosed in accordance with law, regulation or legal process.

29. Intellectual Property.

- a. All intellectual property rights relating to the Services, as between Customer and Vue Robotics, are solely and exclusively owned by Vue Robotics or its licensors. Unless otherwise expressly provided, Vue Robotics sale of Services to Customer only grants Customer a limited, non-transferable, non-sublicensable right under such intellectual property, for Customer to use the quantity of the Services purchased from Vue Robotics. No right to resell Vue Robotics Services or any of their components is conveyed expressly, by implication, or by estoppel. Nothing in this Agreement limits Vue Robotics right to enforce its intellectual property rights.
- b. Customer shall immediately notify Vue Robotics in writing of any intellectual property claim against Customer in relation to the Services. In the event that Vue Robotics chooses to defend the claim, Customer shall (i) not admit any liability or take any action in connection with the claim, (ii) give Vue Robotics sole control of the defense or settlement of any such claim, (iii) provide reasonable information and assistance in such defense. If Vue Robotics concludes that the Services infringe the intellectual property rights of a third party, Vue Robotics may in its sole discretion (i) secure the right for Customer

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to continue use of the Services, (ii) replace the Services with similar Services, or (iii) require Customer to return the Services and provide Customer with a refund of the purchase price, with a deduction in a reasonable amount for the Services' use, damage, and obsolescence.

- c. Vue Robotics shall have no responsibility under Section 24 to the extent the Services (i) are supplied according to Customer's design or instructions, (ii) are modified by Customer after delivery, (iii) are combined with other devices, methods, systems or processes not furnished by Vue Robotics without its written consent, or (iv) are not used in conformity with Vue Robotics written instructions.

30. **Software.** With respect to any software incorporated in the Services ("Software"), Vue Robotics hereby grants to Customer a *royalty-free, non-exclusive, non-sublicensable, and non-transferable license to use Software* and any related documentation provided to Customer under this Agreement solely for Customer's internal business purposes and solely on hardware provided by Vue Robotics. Customer acknowledges and agrees that the Software and related documentation is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in Software and related documentation under this Agreement. Customer shall only use Software solely as set forth in the documentation provided by Vue Robotics and this Agreement. This license will automatically terminate when Customer's lawful possession of the associated hardware provided by Vue Robotics ceases, unless earlier terminated as provided in this Agreement. Customer shall not to sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided hereunder. Customer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Vue Robotics prior written consent. The Software may contain software, content, data, or other materials, including related documentation, that are owned by parties other than Vue Robotics and are provided to Customer on terms that are in addition to or different from those contained in this Agreement ("Third Party Licenses").

31. **Third Party Web Sites, Content, Products And Services.**

- a. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Vue Robotics does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.
- b. Any Third Party Content made accessible by Vue Robotics in or through the ARC1/OMNIVUE Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge that Vue Robotics is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Vue Robotics reserves the right to take remedial action if any such content violates applicable restrictions of this Agreement, including the removal of, or disablement of access to, such content.
- c. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Vue Robotics may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Vue Robotics in its sole discretion, Vue Robotics may cease providing access to the affected Third Party Content or Third Party Services without any liability to you. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this

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Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

- d. Customer is bound by and will comply with all Third Party Licenses and any breach of any Third Party License shall be a breach of this Agreement. Customer is responsible and liable for all uses of the Software and documentation provided by Vue Robotics.
- e. Vue Robotics may, at its sole discretion, terminate this license if Customer fails to comply with any term or condition herein. Customer shall, upon termination of this license, immediately cease use of and return to Vue Robotics all Software and related documentation to include all copies.

32. Trial use and pilot ARC1/OMNIVUE Services.

- a. Vue Robotics may make available certain ARC1/OMNIVUE Services for trial, non-production purposes. ARC1/OMNIVUE Services for trial purposes must be ordered under a separate Agreement. ARC1/OMNIVUE Services acquired for trial purposes are provided on an “as is” and “as available” basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. Vue Robotics does not provide technical or other support or offer any warranties for such Services.
- b. Vue Robotics may make available “conference room pilots” for certain ARC1/OMNIVUE Services under this Agreement. Conference room pilots ordered by You are described in the Service Specifications applicable to Your order and are provided solely for You to evaluate and test the ARC1/OMNIVUE Services for Your internal business purposes. Conference room pilots are provided by Vue Robotics on an “as is” and “as available” basis, and Vue Robotics does not provide technical or other support or offer any warranties for such Services. You agree not to include any production data in Your conference room ARC1/OMNIVUE Services Environment. You may be required to order certain Professional Services as a prerequisite to an order for a conference room pilot.
- c. Vue Robotics may make available “production pilots” for certain ARC1/OMNIVUE Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test ARC1/OMNIVUE Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

33. SLA and Warranty Limitations. (Please see also Addendum 1, Service Level Policy, and Appendix 1, Application Service Levels, attached)

- a. **ARC1/OMNIVUE System Performance.** Vue Robotics will use commercially reasonable efforts to (i) make the ARC1/OMNIVUE System available to Customer at least 99% of the time, excluding scheduled maintenance, measured on a rolling 6-month basis; (ii) prepare and implement a disaster recovery plan intended to restore service within 24 hours after any interruption of the ARC1/OMNIVUE System; and (iii) implement commercially reasonable measures to secure the ARC1/OMNIVUE System against unauthorized access to or alteration of Customer data; provided that Customer is solely responsible for maintaining the security and operability of its systems and ensuring timely transmission of, and the accuracy, quality, integrity, and reliability of, all Customer data.
- b. **Vue Robotics Warranty.** Vue Robotics warrants, that during the Term, the ARC1/OMNIVUE System will perform materially in accordance with the applicable documentation. See further warranty provisions and limitations in Sections 17 through 20 above.

34. Indemnification.

- a. To the extent allowable by law, subject to the terms of this Section O (Indemnification), if a third party makes a claim. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee. against either You or Vue Robotics (“Recipient” which may refer to

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You or Vue Robotics depending upon which party

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received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Vue Robotics ("Provider") which may refer to You or Vue Robotics depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- i. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
 - ii. gives the Provider sole control of the defense and any settlement negotiations; and
 - iii. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.
- b. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Vue Robotics' ability to meet its obligations under the relevant order, then Vue Robotics may, at its option and upon 30 days prior written notice, terminate the order.
- c. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Vue Robotics will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Vue Robotics. Vue Robotics will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Vue Robotics will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Vue Robotics will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.
- d. The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the ARC1/OMNIVUE Subscription Services and that is used: (a) in unmodified form; (b) as part of or as required to use the ARC1/OMNIVUE Subscription Services; and (c) in accordance with the usage grant for the relevant ARC1/OMNIVUE Subscription Services and all other terms and conditions of this Agreement, Vue Robotics will indemnify You for infringement claims for Separately Licensed Third Party

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Technology to the same extent as Vue Robotics is required to provide infringement indemnification for Materials under the terms of the Agreement.

e. This **Section 33** provides the parties' exclusive remedy for any infringement claims or damages.

35. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky and the United States of America, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in a court of competent jurisdiction in the Commonwealth of Kentucky. Customer irrevocably submits and consents to the exclusive jurisdiction of the applicable courts specified in this Section, and hereby agrees that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement. Any legal action must be brought within one year after the claim or cause of action occurs.
36. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Vue Robotics. Any assignment or transfer in violation of the foregoing shall be null and void.
37. **Relationship of the Parties.** The relationship between Customer and Vue Robotics is that of Customer and seller, as independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Vue Robotics and Customer, and neither Customer nor Vue Robotics shall have the authority to contract for or bind the other party in any manner whatsoever.
38. **Customer Identification.** Vue Robotics may use the name of, and identify, Customer as a Vue Robotics client in advertising, publicity, or similar materials distributed or displayed to prospective clients, provided only that such use does not imply or express endorsement greater than that suggested by the fact that Customer is a customer of Vue Robotics.
39. **Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the ARC1/OMNIVUE System will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Vue Robotics to object to such terms, provisions or conditions.
40. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of Customer and Vue Robotics and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever hereunder.
41. **Force Majeure.** Vue Robotics shall not be liable for any delay or failure of performance, including without limitation, the failure to deliver or install the Services, where such delay or failure arises or results from any cause beyond the reasonable control of Vue Robotics, including but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of such delay or failure of performance, Vue Robotics shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.
42. **Export Control.** The Services are subject to United States and local export-control laws and regulations. Customer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Services to any destination, entity, or person prohibited by United States or local laws or regulations.
43. **Resale and Anti-Corruption Compliance.** If Vue Robotics believes that Customer is purchasing Services other than for its own account without Vue Robotics consent, Vue Robotics reserves the right to cancel any PO and withhold delivery of any Services. To the extent that Vue Robotics does consent to Customer's resale of the Services, Customer certifies that it is familiar with and understands the requirements of anti-corruption laws and international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, and

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all national anti-corruption laws enacted in any country in which it operates (collectively, the "Anti-Corruption Laws"). Customer shall not violate or permit anyone acting on its behalf to violate the Anti-Corruption Laws. Specifically, Customer has not made and will not make, promise to make, offer, or authorize, directly or indirectly, any payment, or provide or offer anything of value, directly or indirectly, to any public officials, political parties, party officials, candidates for public or political party office, public international organizations and their employees, agents and officials, or employees or officials of any purchasing entities (whether publicly owned or private) of Vue Robotics Services/services, in order to (1) improperly influence the acts of such public officials, political parties, party officials, candidates, public international organizations and their employees, agents and officials, or employees or officials of purchasing entities, (2) improperly induce them to use their influence with a government to obtain or retain business, or (3) gain an improper advantage, in connection with any business venture or contract.

44. **Remedies; No Waiver.** The remedies herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Customer consents to injunctive and other equitable interim or permanent relief as may be requested by Vue Robotics and awarded by a court. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other provision or breach.
45. **Notices.** All legal notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice and in the case of Vue Robotics with copy to its corporate headquarters at **36 Maplewood Ave, Portsmouth, New Hampshire, 03801, Attention: General Counsel.** All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- a. To request the termination of Services in accordance with this Agreement, You must submit a service request to Vue Robotics at the address specified in Your order or the Service Specifications.
 - b. Vue Robotics may give notices applicable to Vue Robotics' ARC1/OMNIVUE Subscription Services customer base by means of a general notice on the Vue Robotics portal for the ARC1/OMNIVUE Subscription Services, and notices specific to You by electronic mail to Your e-mail address on record in Vue Robotics' account information or by written communication sent by first class mail or pre-paid post to Your address on record in Vue Robotics' account information.
46. **Severability.** In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
47. **Entire Agreement.** This Vue Robotics Subscription Services Agreement and this Vue Robotics Terms and Conditions of Sale and Service Levels (TCS&SL) sets forth the entire agreement between Customer and Vue Robotics with respect to the subject matter hereof and supersedes any and all prior and contemporaneous writings, communications, agreements and understandings relating to the same subject matter. Vue Robotics reserves the right to change these terms at any time. The version date for these terms may be found at the footer of this page.

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48. Other Matters.

- a. Vue Robotics is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. To the extent allowable by law, you shall indemnify Vue Robotics against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee. You understand that Vue Robotics' business partners are independent of Vue Robotics and are not Vue Robotics' agents. Vue Robotics is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Vue Robotics subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Vue Robotics would be responsible for Vue Robotics resources under this Agreement.
- b. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- c. Except for actions for nonpayment or breach of Vue Robotics' proprietary rights, no action, regardless of Form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued.
- d. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Vue Robotics to perform the Services under this Agreement.
- e. You agree to provide Vue Robotics with all information, access and full good faith cooperation reasonably necessary to enable Vue Robotics to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- f. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Vue Robotics aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Vue Robotics will cooperate with your efforts to determine whether use of the standard Vue Robotics Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Vue Robotics and/or where appropriate changes to the Services.
- g. The purchase of ARC1/OMNIVUE Subscription Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase ARC1/OMNIVUE Subscription Services, Professional Services, or other service offerings, programs or products independently of any other order.

49. Entire agreement.

- a. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- b. It is expressly agreed that the terms of this Agreement and any Vue Robotics order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Vue Robotics document and no terms included in any such purchase order, portal, or other non-Vue Robotics document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order,

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the terms of the Data Processing Policy shall take precedence over any inconsistent terms in an order. Except as otherwise permitted with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Vue Robotics website by authorized representatives of You and of Vue Robotics. No third party beneficiary relationships are created by this Agreement.

50. Definitions.

- a. **"Ancillary Program"** means any software agent or tool owned or licensed by Vue Robotics that Vue Robotics makes available to You for use as part of the ARC1/OMNIVUE Subscription Services for purposes of facilitating Your access to, operation of, and/or use with, the ARC1/OMNIVUE Subscription Services Environment. The term "Ancillary Program" does not include Separately Licensed Third Party Technology.
- b. **"Auto Renew" or "Auto Renewal"** is the process by which the Services Period of certain ARC1/OMNIVUE Subscription Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which ARC1/OMNIVUE Subscription Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.
- c. **"ARC1/OMNIVUE Subscription Services"** means, collectively, the Vue Robotics ARC1/OMNIVUE Subscription Services (e.g., Vue Robotics hardware and software as a service offerings and related Vue Robotics cloud-based information delivery platform) listed in Your order and defined in the Service Specifications. The term "ARC1/OMNIVUE Subscription Services" does not include Professional Services.
- d. **"ARC1/OMNIVUE Subscription Services Environment"** refers to the combination of hardware (see "Equipment" above) and software components owned, licensed or managed by Vue Robotics to which Vue Robotics grants You and Your Users access as part of the ARC1/OMNIVUE Subscription Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Vue Robotics Programs, Third Party Content, Your Content and Your Applications may be hosted in the ARC1/OMNIVUE Subscription Services Environment.
- e. **"Customer"** means the customer that has signed up for the Subscription Services and agreed to the terms of this Agreement.
- f. **"Customer Data"** means any information or data about Customer or Users (and its and their staff, customers or suppliers, as applicable), that is supplied to Vue Robotics by or on behalf of Customer or any User in connection with the Services, or which Vue Robotics is required to access, generate, process, store or transmit pursuant to this Agreement, including (without limitation) information about Customer's and Users' respective devices, computers and use of the Services.
- g. **"Customer Personal Data"** means any Customer Data that is personal data (as defined under applicable Data Protection Laws).
- h. **"Data Protection Laws"** means any applicable data protection laws, regulations and legally binding codes of practice from time to time in force applicable to the performance of a party's obligations under this Agreement and any implementing legislation in the jurisdiction in which the Customer is located and any legislation which is analogous to and has the same object as the foregoing, namely the control and protection of data which are personal to individuals.
- i. **"Documentation"** means all documentation and/or other materials (including manuals, instructions, training materials, specifications, flow charts, technical and functional specifications, logic diagrams, and

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other support materials) relating to the use, operations and functionality of the Services provided by Vue Robotics to Customer pursuant to the Agreement.

- j. **“Equipment”** means any and all data capture instruments and accessories provided as part of the ARC1/OMNIVUE Subscription Agreement for services.
- k. **“Fees”** means the applicable fees as set forth on the Payment Schedule.
- l. **“Free Services”** means those aspects of the Services that are free and do not require payment, such as beta features or functionality or, in the case software platform or hardware upgrade.
- m. **“Integration Software”** means (i) Vue Robotics proprietary software and (ii) open source software used in providing the Services which integrates with Customer’s network or application, including SSL or other VPN, Unix operating system, Microsoft application, or web application, as provided in the Documentation and any updates, fixes or patches developed from time to time.
- n. **“Intellectual Property Rights”** means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.
- o. **“Order Form”** means any of Our generated service order forms, Your purchase orders, or Our Quotation documents that have been executed or approved by You with respect to Your subscription to a Service, which may detail, among other things, the Package Plan applicable to Your subscription to a Service.
- p. **“Payment Schedule”** means a subsequent order or statement of work, agreed to by the parties for payment of Fees. The terms of the payment in writing may be either monthly due on the first day of the Month, by ACH or credit card, annually, or multi-year and invoiced in advance, with payment due within thirty (30) days of receipt of a payment request, bill or invoice and any subsequent payment request, bill, invoice, or other forms from Vue Robotics (submitted in written form or online), specifying, among other things, the description of security and hardware package, maximum number of Users, initial Term, provision of any hardware, Fees, and such other charges and terms as agreed between the parties
- q. **“Performance Data”** means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of Customer or any User, including any performance, analytics or statistical data, that Vue Robotics may collect from time to time.
- r. **“Professional Services”** means, collectively, the consulting and other professional Services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Vue Robotics to You under the order. The term “Professional Services” does not include ARC1/OMNIVUE Subscription Services.
- s. **“Program Documentation”** refers to the program user manuals for the Vue Robotics Programs referenced within the Service Specifications for ARC1/OMNIVUE Subscription Services, as well as any help windows and readme files for such Vue Robotics Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Vue Robotics Programs. You may access the documentation online at <http://Vue Robotics.com/contracts> or such other address specified by Vue Robotics.
- t. **“Quotation”** means our offer to you to provide licensed services for a fee over a stated period of time.

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- u. **“Separate Terms”** refers to separate license terms that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third Party Technology
- v. **“Separately Licensed Third Party Technology”** refers to any third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- w. **“Service Specifications”** means the descriptions on [www.VueRobotics.com/Terms and Conditions of Sale and Service Levels](http://www.VueRobotics.com/TermsandConditions), or such other address specified by Vue Robotics, that are applicable to the Services under Your order, including any Program Documentation, Vue Robotics cloud hosting and delivery policies (e.g., support and security policies), and other descriptions referenced or incorporated in such descriptions.
- x. **“Services Period”** refers to the period of time for which You ordered ARC1/OMNIVUE Subscription Services as specified in Your order.
- y. **“Site”** means a website operated by the Vue Robotics, including www.vuerobotics.io, as well as all other websites that the Vue Robotics operates.
- z. **“Subscription Services”** or **“Services”** or **“SASS Services”** means the services, data capture hardware, maintenance, Vue Robotics OmniVue Software Platform, Integration Software and Software that are ordered by You via an Order Form referencing these Terms, whether on a trial or paid basis and all applicable associated services that You have purchased or deployed or to which You have subscribed that are provided under these Terms. **“Services”** exclude (i) Third Party Services as that term is defined in these Terms; and (ii) any additional features or Services that are not provided under these Terms or Your Service Plan. From time to time the names and descriptions of the Services or any individual Service may be changed. To the extent the Customer is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of these Terms, these Terms shall be deemed to apply to such Service as newly named or described. the that are supplied or made available to Customer under a free trial, or included in the description of services in this TCS&SL and any subsequent Addenda and made available online by Vue Robotics, including associated offline components, as described.
- aa. **“Schedule”** means the Services and services that are ordered by Customer pursuant to a Schedule and made available by Vue Robotics.
- bb. **“Software”** means the Integration Software and Vue Robotics OmniVue Software Platform.
- cc. **“System(s) Data Capture Instrument(s)”** means the data capture hardware provided by Vue Robotics to capture client specific, site specific, site location specific, site conditions information.
- dd. **“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Vue Robotics and made available to You through, within, or in conjunction with Your use of, theARC1/OMNIVUE Subscription Services. Third Party Content does not include Separately Licensed Third Party Technology.
- ee. **“User”** means any user of the Services whom Customer may authorize to enroll to use the Services under the terms of this Agreement.
- ff. **“Vue Robotics OmniVue Platform”** means the web portal currently accessible [https://: Vue Robotics.io](https://www.VueRobotics.io), which allows Customer’s internally appointed administrator(s) of the Services to, among other options, enroll and activate Users, issue and manage passcodes and bypass codes, and manage mobile devices.
- gg. **“Vue Robotics Mobile Software”** means all VUE ROBOTICS proprietary mobile applications used in providing the Services, and any updates, fixes or patches developed from time to time.

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- hh. **“Vue Robotics Programs”** refers to the hardware and software products owned or licensed by Vue Robotics to which Vue Robotics grants You access as part of the ARC1/OMNIVUE Subscription Services, including Program Documentation, and any program updates provided as part of the ARC1/OMNIVUE Subscription Services. The term “Vue Robotics Programs” does not include Separately Licensed Third Party Technology.
- ii. **“We,” “Us” or “Our”** means Vue Robotics as defined in this TCS&SL.
- jj. **“You” or “Yours”** means and refers to the Customer.
- kk. **“Your Applications”** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Vue Robotics “platform-as-a-service” or “infrastructure-as-a-service” ARC1/OMNIVUE Subscription Services. Services under this Agreement, including Vue Robotics Programs and ARC1/OMNIVUE Subscription Services Environments, Vue Robotics intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”
- ll. **“Your Content”** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Policy for Vue Robotics ARC1/OMNIVUE Subscription Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the ARC1/OMNIVUE Subscription Services Environment.

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Appendix A Application Service Levels The ARC1/OMNIVUE System

1. Prioritization, Response and Resolution Service Levels

- a. Incident requests can be made 24x7 365 days per year
- b. Phone support is available during the business hours of Monday – Friday 8AM – 5:00PM Eastern time

Incident Priority	Description	Action Plan	Response Time	Resolution Time
Low	Performance is degraded but still operating	Assign incident to the appropriate resource	8 business hours	Resolution or action plan will be communicated within five(5) business days
Med	Inadequate performance has potential for negative impact to business as expressed by customer	Assign incident to the appropriate resource	4 business hours	Eight(8) hours or three(3) business days; Resolution or action plan will be communicated within eight(8) business hours
High	Performance is causing major work stoppage as expressed by customer	Respond immediately	Escalate to management Report cause and resolution to customer	Four(4) hours to One(1) business day; Work will commence immediately and shall continue until resolution; status communicated within two(2) business hours

2. Prioritization, Response and Resolution Service Levels

The Service Desk is responsible for monitoring all incidents and escalating to management when an issue is not progressing through to resolution per the SLA, has not been resolved to the customer's satisfaction or has changed in priority.

Priority	Time limit before escalation	Escalation Resource
Low	Upon customer request or greater than 5 business days	Team Leader
Med	Upon customer request or greater than 3 business days	Team Leader
High	Immediate	Service Manager or Director

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Addendum 1 - Systems Service Levels Policy

The ARC1/OMNIVUE System

1. **Provision at the Demarcation Point.** Vue Robotics will provide the Application(s) at the outermost point of Vue Robotics' firewall with the public Internet (the "Demarcation Point"). Vue Robotics will host and otherwise provide all hardware and software necessary to make the Application(s) available to Customer at the Demarcation Point. Customer will access the Applications at the Demarcation Point using Customer's own hardware, software, and Internet connection.
2. **Maintenance and Support.**
 - i. Vue Robotics will use commercially reasonable efforts to correct or, at Vue Robotics' discretion, provide instruction for circumventing, any material failure of an Application to perform according to the applicable Documentation.
 - a. Vue Robotics will provide maintenance and support services in the English language.
 - b. Vue Robotics may, from time to time, update any Application with one or more new releases of software, which will include the same, similar, or better functionality compared to the prior release. Vue Robotics will inform Customer of the date and time of any planned update and will use commercially reasonable efforts to accommodate Customer's reasonable requests as to the timing of such updates.
 - c. Customer may report incidents including failures of the Application to conform to its Documentation (each such failure, an "Incident") 24x7/365 by the following means.
 - i. By e-mail: (servicerequest@VueRobotics.io)
 - ii. By telephone: (1-800-)
 - iii. By web form: at Vue Robotics.io.
 - d. Vue Robotics will assign to each incident a unique number (an "Incident Number"), together with a priority level using the rules in Appendix A.
 - e. Vue Robotics will use commercially reasonable efforts to provide an initial response to each incident according to rules in Appendix A.
 - f. Vue Robotics will have provided an initial response when Vue Robotics has communicated to the user the following information.
 - i. Incident Number;
 - ii. Incident Description;
 - iii. User reporting the incident;
 - iv. Estimated impact on customer operations
 - ii. Expectations for follow-up
 - a. Vue Robotics will use commercially reasonable efforts to resolve Incidents within the following times after the initial response.
 - i. *High Priority:* Within 1 business day (0800 and 1750 (US Eastern Time) Monday to Friday (inclusive) US public holidays excluded);
 - ii. *Medium Priority:* Within 3 business days (0800 and 1750 (US Eastern Time) Monday to Friday (inclusive) US public holidays excluded);
 - iii. *Low Priority:* 5 business days or next release as agreed by Vue Robotics Development support team and customer;

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iv. All incidents must be raised in the first instance with the Customer's designated point of contact and only if such designated point of contact is unable to resolve the problem should an incident be raised with the Vue Robotics support team.

b. Incident escalation procedures will be followed as outlined in Appendix A.

3. **Changes to the Service Level Policy.** This Service Levels Policy was last updated on June 1, 2022. However, the **Service Levels Policy** can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on the **vuerobotics.io website**. In cases of material changes, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website) prior to the changes becoming effective.

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Addendum 2- Vue Robotics Services Privacy Policy

Vue Robotics Services Privacy Policy

I. SERVICES PERSONAL INFORMATION DATA PROCESSING TERMS

Vue Robotics treats all Services Personal Information in accordance with the terms of Sections I and III of this Policy and Your order for Services. In the event of any conflict between the terms of this Services Privacy Policy and any privacy terms incorporated into Your order for Services, including an Vue Robotics Data Processing Agreement, the relevant privacy terms of Your order for Services shall take precedence.

1. Performance of the Services

Vue Robotics may process Services Personal Information for the processing activities necessary to perform the Services, including for testing and applying new product or system versions, patches, updates and upgrades, and resolving bugs and other issues You have reported to Vue Robotics.

2. Customer instructions

You are the controller of the Services Personal Information processed by Vue Robotics to perform the Services. Vue Robotics will process your Services Personal Information as specified in Your Services order and Your documented additional written instructions to the extent necessary for Vue Robotics to (i) comply with its processor obligations under applicable data protection law or (ii) assist You to comply with Your controller obligations under applicable data protection law relevant to Your use of the Services. Vue Robotics will promptly inform You if, in our reasonable opinion, Your instruction infringes applicable data protection law. Additional fees may apply.

3. Rights of individuals

You control access to Your Services Personal Information by Your end users, and Your end users should direct any requests related to their Services Personal Information to You. To the extent such access is not available to You, Vue Robotics will provide reasonable assistance with requests from individuals to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to processing of Services Personal Information on Vue Robotics systems.

4. Security and confidentiality

Vue Robotics has implemented and will maintain technical and organizational measures designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Services Personal Information. These measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission, input, security oversight, and enforcement.

Vue Robotics employees are required to maintain the confidentiality of personal information. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

See additional details regarding the specific security measures that apply to the Services are set out in the security practices for these Services, including regarding data retention and deletion, available for review.

5. Incident Management and data breach notification.

Vue Robotics promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or handling of Services Personal Information.

If Vue Robotics becomes aware and determines that an incident involving Services Personal Information qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss,

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alteration, unauthorized disclosure of, or access to, Services Personal Information transmitted, stored or otherwise processed on Vue Robotics systems that compromises the security, confidentiality or integrity of such Services Personal Information, Vue Robotics will report such breach to You without undue delay. As information regarding the breach is collected or otherwise reasonably becomes available to Vue Robotics and to the extent permitted by law, Vue Robotics will provide You with additional relevant information concerning the breach reasonably known or available to Vue Robotics.

6. Subprocessors

To the extent Vue Robotics engages third party subprocessors to have access to Services Personal Information in order to assist in the provision of Services, such subprocessors shall be subject to the same level of data protection and security as Vue Robotics under the terms of Your order for Services. Vue Robotics is responsible for its subprocessors' compliance with the terms of Your order for Services.

7. Cross-border data transfers

Vue Robotics is a global corporation and Services Personal Information may be processed globally as necessary in accordance with this policy. If Services Personal Information is transferred to an Vue Robotics recipient in a country that does not provide an adequate level of protection for personal information, Vue Robotics will take adequate measures designed to protect the Services Personal Information, such as ensuring that such transfers are subject to the terms of the EU Model Clauses or other adequate transfer mechanism as required under relevant data protection.

In the event the Subscription Services Agreement between You and Vue Robotics references the Vue Robotics Data Processing Policy for Vue Robotics Services ("DPA"), further details on the relevant data transfer mechanism that applies to Your order for Vue Robotics services are available in the DPA.

8. Audit rights

To the extent provided in your order for Services, You may at Your sole expense audit Vue Robotics' compliance with the terms of this Services Privacy Policy by sending Vue Robotics a written request, including a detailed audit plan, at least six weeks in advance of the proposed audit date. You and Vue Robotics will work cooperatively to agree on a final audit plan.

The audit shall be conducted no more than once during a twelve-month period, during regular business hours, subject to Vue Robotics' on-site policies and regulations, and may not unreasonably interfere with business activities. If You would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Vue Robotics. Upon completion of the audit, You will provide Vue Robotics with a copy of the audit report, which is classified as confidential information under the terms of Your agreement with Vue Robotics.

Vue Robotics will contribute to such audits by providing You with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Services. If the requested audit scope is addressed in a SOC 1 or SOC 2, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Vue Robotics provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report. Additional audit terms may be included in Your order for Services.

9. Deletion or return of Services Personal Information

Except as otherwise specified in an order for services or required by law, upon termination of services or at your request, Vue Robotics will delete your production customer data located on Vue Robotics computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation

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imposed on Vue Robotics preventing it from deleting all or part of the data. You may consult with your Vue Robotics services contact for additional information on data deletion prior to service completion.

II. SYSTEMS OPERATIONS DATA PROCESSING TERMS (See also Vue Robotics Data Processing Policy, Addendum 3, in this document)

1. Responsibility and purposes for processing personal information

Vue Robotics Corporation and its affiliated entities are responsible for processing personal information that may be incidentally contained in Systems Operations Data in accordance with Sections II and III of this Policy. See the list of Vue Robotics entities. Please select a region and country to view the registered address and contact details of the Vue Robotics entity or entities located in each country.

We may collect or generate Systems Operations Data for the following purposes:

- a) to help keep our Services secure, including for security monitoring and identity management;
- b) to investigate and prevent potential fraud or illegal activities involving our systems and networks, including to prevent cyber-attacks and to detect bots;
- c) to administer our back-up disaster recovery plans and policies;
- d) to confirm compliance with licensing and other terms of use (license compliance monitoring);
- e) for research and development purposes, including to analyze, develop, improve and optimize our Services;
- f) to comply with applicable laws and regulations and to operate our business, including to comply with legally mandated reporting, disclosure or other legal process requests, for mergers and acquisitions, finance and accounting, archiving and insurance purposes, legal and business consulting and in the context of dispute resolution.

For personal information contained in Systems Operations Data collected in the EU, our legal basis for processing such information is our legitimate interest in performing, maintaining and securing our products and services and operating our business in an efficient and appropriate manner. Personal information may also be processed based on our legal obligations or legitimate interest to comply with such legal obligations.

2. Sharing personal information

Personal information contained in Systems Operations Data may be shared throughout Vue Robotics' global organization. A list of Vue Robotics entities is available as indicated above.

We may also share such personal information with the following third parties:

- third-party service providers (for example IT service providers, lawyers and auditors) in order for those service providers to perform business functions on behalf of Vue Robotics;
- relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);
- as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

When third parties are given access to personal information contained in Systems Operations Data, we will take the appropriate contractual, technical and organizational measures to ensure, for example, that personal information is

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only processed to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law.

3. Cross-border data transfers

If personal information contained in Systems Operations Data is transferred to an Vue Robotics recipient in a country that does not provide an adequate level of protection for personal information, Vue Robotics will take measures designed to adequately protect information about Users, such as ensuring that such transfers are subject to the terms of the EU Model Clauses.

4. Security

Vue Robotics has implemented appropriate technical, physical and organizational measures in accordance with the Vue Robotics Corporate Security Practices designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access as well as all other forms of unlawful processing (including, but not limited to, unnecessary collection) or further processing.

5. User choices

To the extent provided under applicable laws, Users may request to access, correct, update or delete personal information contained in Systems Operations Data in certain cases, or otherwise exercise their choices with regard to their personal information by filling out an inquiry form.

III. COMMUNICATIONS AND NOTIFICATIONS TO CUSTOMERS AND USERS

1. Legal requirements.

Vue Robotics may be required to provide access to Services Personal Information and to personal information contained in systems operations data as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect Your or a User's safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside Your or a User's country of residence, for national security and/or law enforcement purposes.

Vue Robotics will promptly inform You of requests to provide access to Services Personal Information, unless otherwise required by law.

2. Global Data Protection Officer

Vue Robotics has appointed a Global Data Protection Officer who is also Vue Robotics' Chief Privacy Officer. If You or a User believe that personal information has been used in a way that is not consistent with this Privacy Policy, or if You or a User have further questions, comments or suggestions related to Vue Robotics' handling of Services Personal Information or personal information contained in Systems Operations Data, please contact the Data Protection Officer by filling out an inquiry form.

Written inquiries to the Global Data Protection Officer may be addressed to:

Vue Robotics LLC
Global Data Protection Officer
36 Maplewood Avenue
Portsmouth, New Hampshire 03801

3. Dispute resolution or filing a complaint

If You or a User have any complaints regarding our compliance with our privacy and security practices, please contact us first. We will investigate and attempt to resolve any complaints and disputes regarding our privacy practices.

4. Changes to this Services Privacy Policy

This Privacy Policy was last updated on June 1, 2022. However, the **Services Privacy Policy** can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be

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found on this **vuerobotics.io website**. In cases of material changes, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website) prior to the changes becoming effective.

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Addendum 3 - Data Processing Policy for Vue Robotics Services (“Data Processing Policy”) Vue Robotics, LLC - Data Processing Policy

1. Scope and Applicability

1.1 This Data Processing Policy applies to Vue Robotics, LLC’s Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Subscription Services Agreement. Unless otherwise expressly stated in Your Subscription Services Agreement, this version of the Data Processing Policy shall be effective and remain in force for the term of Your Subscription Services Agreement.

2. Responsibility for Processing of Personal Information and Your instructions

2.1 You are a Controller and Vue Robotics, LLC is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

2.2 Vue Robotics, LLC will Process Personal Information solely for the purpose of providing the Services in accordance with the Subscription Services Agreement and this Data Processing Agreement.

2.3 In addition to Your instructions incorporated into the Subscription Services Agreement, You may provide additional instructions in writing to Vue Robotics, LLC with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. Vue Robotics, LLC will promptly comply with all such instructions to the extent necessary for Vue Robotics, LLC to (i) comply with its obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your obligations under Applicable Data Protection Law relevant to Your use of the Services.

2.4 Vue Robotics, LLC will follow Your instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. To the extent Vue Robotics, LLC expects to incur additional charges or fees not covered by the fees for Services payable under the Subscription Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Vue Robotics, LLC’s obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

2.5 Unless otherwise specified in the Subscription Services Agreement, You may not provide Vue Robotics, LLC with any sensitive or special Personal Information that imposes specific data security or data protection obligations on Vue Robotics, LLC in addition to or different from those specified in the Data Processing Policy or Subscription Services Agreement.

3. Privacy Inquiries and Requests from Individuals

3.1 If You receive a request or inquiry from an Individual related to Personal Information processed by a Data Processing Policy for Vue Robotics, LLC, You can either (i) securely access Your Services environment that holds Personal Information to address the request, or (ii) to the extent such access is not available to You, submit a “service request” via Vue Robotics, LLC Support (or other applicable primary support tool or support contact provided for the Services, such as Your account manager) with detailed written instructions to Vue Robotics, LLC on how to assist You with such request.

3.2 If Vue Robotics, LLC directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, Vue Robotics, LLC will advise the Individual to identify and contact the relevant controller(s).

4. Vue Robotics, LLC Affiliates and Third Party Subprocessors

4.1. To the extent Vue Robotics, LLC engages Third Party Subprocessors and/or Vue Robotics, LLC Affiliates to Process Personal Information, such entities shall be subject to the same level of data protection and security as

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Vue Robotics, LLC under the terms of the Subscription Services Agreement. Vue Robotics, LLC is responsible for the performance of the Vue Robotics, LLC Affiliates' and Third Party Subprocessors' obligations in compliance with the terms of this Data Processing Policy and Applicable Data Protection Law.

5. **Cross-border data transfers**

5.1 Without prejudice to any applicable regional data center restrictions for hosted Services specified in Your Subscription Services Agreement, Vue Robotics, LLC may Process Personal Information globally as necessary to perform the Services.

5.2 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable Data Protection Law, such transfers shall be subject to (i) for transfers to Vue Robotics, LLC Affiliates, the terms of the Vue Robotics, LLC Intra-Company Data Transfer and Mandate Agreement, which requires all transfers of Personal Information to be made in compliance with Applicable Data Protection Law and all applicable Vue Robotics, LLC security and data privacy policies and standards globally; and (ii) for transfers to Third Party Subprocessors, security and data privacy requirements consistent with the relevant requirements of this Data Processing Policy and Applicable Data Protection Law.

6. **Security and Confidentiality**

6.1 Vue Robotics, LLC has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services.

6.2 All Vue Robotics, LLC and Vue Robotics, LLC Affiliates employees, as well as any Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Vue Robotics, LLC policies concerning protection of confidential information

7. **Incident Management and Breach Notification**

7.1 Vue Robotics, LLC has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorized disclosure or access to Data Processing Policy for Vue Robotics, LLC Services. Personal Information transmitted, stored or otherwise Processed. Vue Robotics, LLC will promptly define escalation paths to investigate such incidents in order to confirm if a Personal Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Personal Information Breach, mitigate any possible adverse effects and prevent a recurrence.

7.2 Vue Robotics, LLC will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours of becoming aware of the Breach. As factual information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to Vue Robotics, LLC, Vue Robotics, LLC will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach. You agree to coordinate with Vue Robotics, LLC on the content, if any, of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Personal Information Breach.

8. **Return and Deletion of Personal Information**

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8.1 Upon termination of the Services, Vue Robotics, LLC will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Vue Robotics, LLC systems or Services environments, except as otherwise stated in the Subscription Services Agreement.

8.2 For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Vue Robotics, LLC as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

9. Legal Requirements

9.1 Vue Robotics, LLC may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

9.2 Vue Robotics, LLC will promptly inform You of requests to provide access to Personal Information, unless otherwise required by law.

10. Changes to this Data Processing Policy

10.1 This Data Processing Policy was last updated on June 1, 2022. However, the **Data Processing Policy** can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on the **vuerobotics.io website**. In cases of material changes, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website) prior to the changes becoming effective.

11. Definitions

“Applicable Data Protection Law” means all data privacy or data protection laws or regulations that apply to the Processing of Personal Information under this Data Processing Agreement.

“Vue Robotics, LLC Affiliate(s)” means the subsidiary(s) of Vue Robotics, LLC Corporation that may Process Personal Information as set forth in Section 4.

“Vue Robotics, LLC Intra-Company Data Transfer and Mandate Agreement” means the Vue Robotics, LLC Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Vue Robotics, LLC Corporation and the Vue Robotics, LLC Affiliates.

“Vue Robotics, LLC Processor Code” means Vue Robotics, LLC’s Privacy Code for Processing Personal Information of Customer Individuals.

“Vue Robotics, LLC” means the Vue Robotics, LLC Affiliate that has executed the Subscription Services Agreement.

“Personal Information” shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.

“Personal Information Breach” means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted,

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stored or otherwise processed on Vue Robotics, LLC systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Information.

“Regulator” shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

“Services” or the equivalent terms “Service Offerings” or “services” means the cloud Services, customer support, consulting, or technical support services specified in the Subscription Services Agreement.

“Subscription Services Agreement” means (i) the applicable order for the Services you have purchased from Vue Robotics, LLC; (ii) the applicable Terms and Conditions of Sale and Service Level agreement referenced in the applicable order, and (iii) the Service Level specifications.

“Third Party Subprocessor” means a third party, other than an Vue Robotics, LLC Affiliate, which Vue Robotics, LLC subcontracts with and which may Process Personal Information as set forth in Section 4. “You” means the customer entity that has executed the Subscription Services Agreement.