

# VUE ROBOTICS – Arc1/OmniVue SUBSCRIPTION SERVICES AGREEMENT

**(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://Vue Robotics.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.Vue Robotics.com/Terms and Conditions of Sale and Service Levels](http://www.Vue Robotics.com/Terms and Conditions of Sale and Service Levels), 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, the ARC1/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: 4/28/23 \_\_\_\_\_

Client: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_