SYNAPSE EVALUATION AGREEMENT

This Synapse Evaluation Agreement (this "***Agreement***") is entered into as of _____ (the "***Effective Date***") by and between VSC Synapse, LLC, a Delaware limited liability company ("***Synapse***"), and Lexington-Fayette Urban County Government, a Kentucky municipal corporation ("***Customer***"). Synapse and Customer are each a "**Party**" and collectively the "**Parties.**" This Agreement governs Customer's temporary evaluation access to certain Synapse software, hosted services, APIs, mobile applications, sandbox environments, integration functionality, and related services made available by Synapse for evaluation purposes.

Evaluation Period: **365 days** from the Effective Date (the "***Evaluation Period***").

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms have the meanings set forth below:

"***API***" means any application programming interface, integration endpoint, authentication credential, token, connector, software development kit (SDK), or other integration mechanism made available by Synapse in connection with the Evaluation Services.

"***Field Apps***" means one or more mobile applications made available by Synapse for installation on mobile devices to support diagnostic, maintenance, troubleshooting, configuration, provisioning, monitoring, operational support, account management, or other authorized activities relating to the Evaluation Services.

"***Evaluation Services***" means any hosted services, APIs, software, mobile applications, Field Apps, sandbox environments, beta functionality, demonstration systems, proof-of-concept environments, integration functionality, documentation, or related services made available by Synapse to Customer for temporary evaluation purposes.

2. EVALUATION SCOPE

Subject to the terms of this Agreement, Synapse may provide Customer with temporary access to the Evaluation Services solely for Customer's internal evaluation purposes, including evaluation of functionality, interoperability, usability, performance, compatibility, proposed integration architecture, and potential commercial deployment opportunities.

If Customer is evaluating the Evaluation Services for integration into Customer's products, platforms, systems, or services for downstream distribution, embedded deployment, reseller deployment, or OEM use cases, such evaluation activities will additionally be governed by the OEM Integration Evaluation Addendum, if applicable.

3. EVALUATION RESTRICTIONS

Customer may not, and may not permit any third party to:

(a) use the Evaluation Services for production, commercial, operational, revenue-generating, or live customer-facing purposes;
(b) commercially distribute, sublicense, resell, host, or provide the Evaluation Services on a standalone basis;
(c) use the Evaluation Services to develop, train, improve, benchmark, or support competing products, services, artificial intelligence systems, or machine learning models;
(d) exceed any applicable usage limitations, API limitations, technical limitations, or evaluation scope communicated by Synapse;
(e) reverse engineer, decompile, disassemble, modify, or create derivative works of the Evaluation Services except to the limited extent required by applicable law;
(f) permit any third party access except as expressly authorized under this Agreement solely for evaluation purposes; or
(g) provide access to the Evaluation Services to any person, entity, country, or organization prohibited under applicable export control or economic sanctions laws.

4. OWNERSHIP

As between the Parties, Synapse retains all right, title, and interest in and to the Evaluation Services and all related intellectual property rights. Except for the limited evaluation rights expressly granted under this Agreement, no rights are granted to Customer by implication, estoppel, or otherwise.

Customer retains ownership of Customer data, materials, and information provided to Synapse in connection with the evaluation.

5. EVALUATION DATA

5.1 Customer Evaluation Data. Customer grants Synapse a non-exclusive, worldwide, royalty-free right to host, process, transmit, store, and use Customer-provided data solely as necessary to provide the Evaluation Services and support the evaluation activities contemplated by this Agreement. This license terminates upon expiration or termination of this Agreement, subject to Section 9.

5.2 Telemetry and Operational Analytics. Synapse may collect and use telemetry, diagnostic data, usage data, performance metrics, and aggregated or de-identified operational analytics generated through use of the Evaluation Services for purposes of operating, securing, supporting, improving, and developing Synapse's products and services, provided such data does not identify Customer or any individual person. This right survives termination or expiration of this Agreement.

6. NO OBLIGATION

Customer acknowledges that:

(a) the Evaluation Services are provided solely for evaluation purposes;
(b) Synapse may modify, suspend, or discontinue the Evaluation Services at any time;
(c) Synapse has no obligation to continue offering any functionality evaluated under this Agreement; and
(d) any product roadmap, future functionality, or feature discussions are informational only and do not create binding commitments.

7. FEEDBACK

Customer may provide suggestions, comments, enhancement requests, recommendations, or other feedback relating to the Evaluation Services ("***Feedback***"). Customer grants Synapse a non-exclusive, perpetual, irrevocable, royalty-free right to use, modify, and incorporate Feedback into Synapse's products and services without restriction or obligation.

Synapse will not publicly identify Customer as the source of specific Feedback without Customer's prior written consent.

8. CONFIDENTIALITY

Each Party agrees to protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and no less than a reasonable degree of care, and to use such Confidential Information solely for purposes of the evaluation contemplated by this Agreement.

"***Confidential Information***" means non-public business, technical, financial, product, security, or operational information disclosed by one Party to the other Party in connection with this Agreement.

Confidential Information does not include information that:

(a) becomes publicly available without breach of this Agreement;
(b) was already lawfully known to the receiving Party without restriction;
(c) is lawfully received from a third party without restriction; or
(d) is independently developed without use of the disclosing Party's Confidential Information.

The obligations set forth in this Section will continue during the term of this Agreement and for two (2) years thereafter; provided that obligations relating to trade secrets will continue for so long as such information remains a trade secret under applicable law.

9. RETURN AND DELETION OF DATA

Upon expiration or termination of this Agreement, each Party will discontinue use of the other Party's Confidential Information and, upon written request, return or destroy such Confidential Information within a commercially reasonable period, except to the extent retention is required by applicable law, standard automated backup cycles not to exceed ninety (90) days, or for aggregated, anonymized, or de-identified data that does not identify Customer.

10. WARRANTY DISCLAIMER

THE EVALUATION SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYNAPSE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SYNAPSE DOES NOT WARRANT THAT THE EVALUATION SERVICES WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, BE SECURE, OR MEET CUSTOMER'S REQUIREMENTS.

CUSTOMER ACKNOWLEDGES THAT THE EVALUATION SERVICES ARE PRE-RELEASE, EXPERIMENTAL, OR EVALUATION SOFTWARE AND THAT ANY RESULTS, OUTPUTS, ANALYTICS, RECOMMENDATIONS, ALERTS, OR OTHER INFORMATION GENERATED DURING THE EVALUATION MAY BE INCOMPLETE, INACCURATE, EXPERIMENTAL, OR SUBJECT TO CHANGE AND SHOULD NOT BE RELIED UPON FOR OPERATIONAL, REGULATORY, OR SAFETY-CRITICAL DECISIONS.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT, ALTHOUGH THE EVALUATION SERVICES MAY BE EVALUATED OR USED IN CONNECTION WITH TRAFFIC MANAGEMENT SYSTEMS, CONFLICT MONITORS, OR OTHER OPERATIONAL INFRASTRUCTURE, THE EVALUATION SERVICES ARE PROVIDED SOLELY AS DECISION-SUPPORT AND OPERATIONAL SUPPORT TOOLS AND ARE NOT DESIGNED, INTENDED, OR WARRANTED TO FUNCTION AS FAIL-SAFE, LIFE-SAFETY, EMERGENCY RESPONSE, OR SAFETY-CRITICAL CONTROL SYSTEMS. CUSTOMER (INCLUDING, WHERE APPLICABLE, ANY OEM) REMAINS SOLELY RESPONSIBLE FOR THE DESIGN, CONFIGURATION, TESTING, VALIDATION, OPERATION, MONITORING, MAINTENANCE, REGULATORY COMPLIANCE, AND SAFE DEPLOYMENT OF ITS PRODUCTS, SYSTEMS, AND INFRASTRUCTURE, INCLUDING ANY TRAFFIC SIGNALS, CONFLICT MONITORS, OR OTHER SAFETY-RELATED INFRASTRUCTURE. SYNAPSE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR CUSTOMER'S OR ANY THIRD PARTY'S OPERATIONAL, ENGINEERING, OR SAFETY DECISIONS, OR FOR ANY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS ARISING FROM THE DESIGN, CONFIGURATION, OPERATION, MAINTENANCE, OR DEPLOYMENT OF SUCH SYSTEMS.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYNAPSE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EVALUATION SERVICES.

SYNAPSE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED DOLLARS ($100).

12. TERM AND TERMINATION

This Agreement begins on the Effective Date and, unless earlier terminated in accordance with this Section, will automatically expire upon the earlier of (i) expiration of the Evaluation Period (as set forth at the beginning of this Agreement), or (ii) execution of a commercial agreement between the Parties that supersedes this Agreement.

Synapse may suspend or terminate access to the Evaluation Services at any time.

Upon expiration or termination:

(i) all evaluation rights immediately terminate;

(ii) Customer must cease use of the Evaluation Services; and

(iii) Sections 3, 4, 5.2, 7, 8, 9, 10, 11, 13, 14, and 16 will survive termination or expiration of this Agreement.

13. GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Kentucky, excluding conflict-of-law principles.

The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Kentucky.

14. INJUNCTIVE RELIEF

Nothing in this Agreement limits either Party's right to seek injunctive or equitable relief relating to misuse of Confidential Information or infringement of intellectual property rights.

15. FUTURE COMMERCIAL RELATIONSHIP

Nothing in this Agreement obligates either Party to enter into any commercial relationship or future agreement.

Any production deployment, commercial use, OEM integration, hosted subscription, or broader use of the Evaluation Services will require execution of a separate written agreement between the Parties, which may include a SYO Master Subscription Agreement or a SYO OEM Integration, Subscription, and Software License Agreement, as applicable.

16. GENERAL

16.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Evaluation Services and supersedes all prior discussions relating thereto.
16.2 Amendments. This Agreement may only be modified in a writing signed by both Parties.
16.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets.
16.4 Independent Contractors. The Parties are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture.
16.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

OEM Integration Evaluation Addendum Applicability:

○ Applicable

● Not Applicable

If marked "Applicable," the OEM Integration Evaluation Addendum attached to this Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VSC SYNAPSE, LLC

By:

Name: **Erik Pietersma**

Title: **Chief Financial Officer**

Date:

CUSTOMER

By:

Name:

Title:

Date: