

Service Agreement

This Service Agreement (“Agreement”) governs Customer’s acquisition and use of Vice ADAS, Inc.’s Services. Capitalized terms have the definitions set forth herein.

CUSTOMER ACCEPTS THIS AGREEMENT BY: (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES. BY ACCEPTING THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on January 6, 2025. It is effective between Customer and Company as of the date of Customer’s acceptance of this Agreement as indicated above.

1. Definitions

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

"**Company**" means Vice ADAS, Inc.

"**Customer**" means the company or legal entity accepting this Agreement and that has entered into an Order Form with Company.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Documentation**" means Company's user manuals, handbooks, and guides, including but not limited to usage and coverage guides and policies, as updated by the Company from time to time, relating to the Services provided or made available by Company to Customer either electronically or in hard copy form.

"**Company IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP includes Aggregated Statistics and any information, data, or other content

derived from Company's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

“Non-Company Application” means Web-based, mobile, offline or other software functionality that interoperates with a Service that is provided by Customer or a third party.

“Order Form” means an ordering document signed by Customer and Company specifying the Services to be provided hereunder.

“Services” means the software-as-a-service offering and related products and services that are ordered by Customer under an Order Form or online purchasing portal and made available online by Company including any offline components, if any, and any associated consulting services. “Services” excludes Non-Company Applications.

“Third-Party Products” means any third-party products provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 13(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. The total number of Authorized Users will not exceed the number set forth in any Order Form, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Company reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's or any Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) Customer, or any Authorized User, is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension described in subclause (i) or (ii), a "**Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Company may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and any applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Company provider, product or service is solely between Customer and the applicable Non-Company provider. Company does not warrant or support Non-Company Applications or other Non-Company products or services. Company is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Company application or its provider.

4. Support.

Customer may contact the Company at support@viceadas.com for application support.

5. Fees and Payment.

(a) Fees and Payment Method. Customer shall pay Company the fees ("**Fees**") as set forth in Order Forms without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable invoice. Payment shall be made by credit card or electronic funds transfer. Company does not accept payment via check. Customer hereby authorizes Company to charge Customer's credit card or initiate electronic fund transfers from Customer's bank account, based on the payment mechanism selected by Customer and approved by Company ("Payment Method"), for all amounts due and owing in connection with Customer's or its Authorized Users' use of the Services, as set forth in the applicable Order Form or otherwise used or ordered by or for Customer through the Services. Customer disputes any Fees, Customer must contact Company in writing within thirty (30) days of the date of the applicable invoice or the Fees will be deemed accepted.

(b) Overdue Charges and Suspension of Service. If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Company may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(c) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

(d) Non-Cancelable and Non-Refundable Fees. Customer agrees that all payments are non-cancelable for the Initial Term or the then-current Renewal Term, as applicable, and are final and non-refundable, unless otherwise agreed to by Company or required by law. For the sake of clarity, payments are non-refundable regardless of whether the Services are actively used by Customer.

6. **Confidential Information.**

From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, that is marked or otherwise identified as "confidential" or that a reasonable person would understand under the circumstances to be confidential (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party to the extent legally permissible; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and, upon request, certify in writing to the disclosing party that such Confidential Information has been destroyed. Notwithstanding the foregoing, a party shall not be required to return or destroy any Confidential Information that resides on the party's business continuity or disaster recovery systems and such Confidential Information shall remain subject to the protections hereunder until destroyed in the normal course of business.

Each party's obligations of non-disclosure with regard to Confidential Information will expire three years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined

under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership and Feedback.

(a) Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Company is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Company on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

8. Warranty Disclaimer.

COMPANY PROVIDES THE SERVICES "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE,

SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

To the extent not prohibited by applicable law, Customer agrees to indemnify, defend, and hold Company, its affiliates, and their respective licensors, suppliers, officers, directors, employees, shareholders, members, consultants, and agents (“Indemnified Parties”) harmless from any third-party allegation, claim, proceeding, liability, damage, or cost (including reasonable attorneys’ fees) arising out of or related to Customer or its Authorized User’s (i) use of the Services, (ii) breach of this Agreement or violation of applicable law, (iii) infringement or violation of any proprietary rights or other right of any person or entity, (iv) dispute between Customer and its Authorized User, or (v) personal injury or property damage relating to Customer or its Authorized User’s acts or omissions.

10. Limitations of Liability.

IN NO EVENT WILL COMPANY HAVE ANY LIABILITY FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR GOODWILL, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COST OF COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Term and Termination.

(a) Term of the Agreement. This Agreement commences on the date Customer first accepts it and continues until all Order Forms issued under it and all Services provided to Customer have expired or have been terminated. Company may request an exit interview upon expiration or termination of the Agreement.

(b) Term of Order Forms. Company provides its subscription Services on a month-to-month basis or as otherwise agreed to by the parties in writing. Subscription Services shall be prorated for partial months. Each Order Form commences upon execution for the initial one-month term (“Initial Term”). The Order Form shall automatically renew for successive one-month renewal terms unless earlier terminated pursuant to the terms of this Agreement (each a "Renewal Term" and together with the Initial Term, the "Term").

(c) Termination and Suspension. Either party may terminate an Order Form or this Agreement: (i) upon thirty (30) days' advance written notice to the other party; or (ii) effective immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, if Customer fails to comply with any provision of this Agreement, Company may immediately suspend Customer's access to the Services.

(d) Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, Customer must cease any further use of the Services. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, including that Company may retain any Fees previously paid by Customer if this Agreement is terminated, unless prohibited by applicable law. If Customer's Services are suspended for failure to comply with this Agreement, Customer will be liable for all Fees due and owing during the period of suspension.

(e) Survival. This Section 11(e) and Sections 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Privacy Policy.

Customer consents to and agrees to Company's Privacy Policy, and acknowledges and agrees that Company's collection, sharing, and processing of Customer's personal data will be subject to Company's Privacy Policy.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any inconsistency or conflict among the following documents, the order of precedence shall be: (i) the applicable Order Form; (ii) this Agreement; and (iii) the Documentation.

(b) Notices. Company may give notice to Customer by (i) electronic mail to Customer's email address on record in Customer's account information, (ii) written communication sent by letter delivered by a nationally recognized overnight delivery service, or (iii) first-class postage prepaid mail to Customer's address on record in Customer's account information. Customer is responsible for ensuring that Customer's email address and property address on record are current. Customer agrees that any notice sent to the then-current email or property address in Company's systems is adequate and binding notice upon Customer. Customer will provide notice to Company (such notice is

deemed given when received by Company) by: (i) electronic mail to support@viceadas.com, or (ii) letter delivered by a nationally recognized overnight delivery service or first-class postage prepaid mail to Vice ADAS, Inc. at Attention CEO, Vice ADAS, Inc., 5706 Gray Road, Fairfield, OH 45014.

(c) Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, tornado, hurricane, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, or stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Waiver. Company's failure to exercise any right or enforce any condition or provision under this Agreement does not operate as a current or future waiver. For any waiver to be effective by Company, the waiver must be in writing signed by Company's duly authorized representative.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision. The parties agree that any action or proceeding arising out of or related to this Agreement must be brought in the state or federal courts located in New Castle County, Delaware and Customer hereby irrevocably and unconditionally consents to the exclusive personal jurisdiction of such courts.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Company. Any purported assignment or delegation in violation of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the United States.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.