



Spectro Cloud Software End User License Agreement

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. BY INSTALLING THE SOFTWARE, USING THE SOFTWARE, AND/OR ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT IN ANY OTHER WAY YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

This Software End User License Agreement (the "EULA" or "Agreement") sets forth the terms and conditions of your use of the accompanying software (the "Software").

1. Definitions.

- (a) "Authorized Users" means individuals (including non-human devices, such as applications or services) that are authorized by you to use the Software.
- (b) "You", "Your", "Customer", or "End User" means you, the end user.
- (c) "EULA" or "Agreement" means this Spectro Cloud Software End User License Agreement.
- (d) "Documentation" means Licensor's user guides and other end user documentation for the applicable Software, as may be updated by Licensor from time to time.
- (e) "License" has the meaning in Section 2 below.
- (f) "Licensor" means Spectro Cloud, Inc. and its subsidiaries and affiliates.
- (g) "Software" means the software and services you are licensing under this EULA.
- (h) "Subscription Term" means the period of the License and your authorized use as described in Section 8 below.

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- (a) You represent, warrant, and covenant that you:
- (i) will comply with all applicable legal and regulatory requirements of any governmental, regulatory, or supranational body with jurisdiction over this Agreement or either Party, including: (a) applicable anti-bribery, anti-corruption, and anti-money laundering laws and regulations, including the U.S. Foreign Corrupt Practices Act; and (b) applicable international trade compliance laws and regulations, including U.S. economic sanctions ("Sanctions") and export controls;
 - (ii) are not a target of Sanctions;
 - (iii) are not located or organized in a jurisdiction that is a target of comprehensive Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia regions of Ukraine) ("Sanctioned Jurisdiction") or Russia; and
 - (iv) are not owned or controlled, directly or indirectly, by any person or entity that is a target of Sanctions or that is located, ordinarily resident, or organized in a Sanctioned Jurisdiction or Russia.
- (b) You further represent and warrant that you will not transfer, provide access, receive, or use the Software or work product (including tools and intellectual property): to or for the benefit of any person or entity that is a target of, or owned or controlled, directly or indirectly, by a target of, Sanctions; to, in, or for the benefit of, any person or entity, ordinarily resident, located, or organized, in any Sanctioned Jurisdiction or Russia, unless authorized by Licensor; or to or for the benefit of any other party, if such transfer, access, or use would constitute a violation of any applicable international trade compliance laws and regulations.
- (c) If you, as of the Effective Date, are a target of Sanctions, are located, are ordinarily resident, or are organized in a Sanctioned Jurisdiction or Russia, or are owned or controlled, directly or indirectly, by any person or entity that is a target of Sanctions or located, ordinarily resident, or organized in a Sanctioned Jurisdiction or Russia, the Agreement is void at inception if Licensor's performance of the Agreement would violate applicable international trade compliance laws and regulations. Any breach of this



Section, including if you become subject to Sanctions, is a material breach of this Agreement and grounds for immediate termination by Licensor.

- (d) You agree that you will not use the Software or Documentation for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.
- 7. **Title.** You agree that Licensor owns and holds all right, title, and interest to the Software and any Documentation, and all subsequent copies thereof regardless of the form or media. Furthermore, all title, ownership rights, and intellectual property rights in the Software and any Documentation shall remain with Licensor, including all corrections, enhancements, or other modifications made thereto. The Software and any Documentation are protected by copyright and other intellectual property laws and by international treaties. All rights not expressly granted to You under this Agreement are reserved by Licensor.
- 8. **Subscription Term and Termination.** This License will begin from the date that you first use the Software. This License shall expire upon the termination or expiration of any agreement, order, or other arrangement giving rise to your purchase of the License, if the License is not earlier terminated. You may terminate this License at any time by (i) deleting all instances of the Software and Documentation and destroying the Software and any Documentation together with all copies and merged portions in any form, and (ii) certifying to Licensor, in writing, that all copies of the Software and Documentation have been deleted or destroyed. Unless explicitly specified to the contrary, no refund or abatement will be provided for any prepaid subscription fees. Your License for the Software will also terminate immediately if you fail to comply with any term or condition of this Agreement, file for bankruptcy, become insolvent, or are placed in receivership. Upon such termination, you agree to immediately (i) stop all use of the Software and Documentation, (ii) delete and/or destroy the Software and Documentation, together with all copies thereof, and (iii) certify to Licensor, in writing, that all copies of the Software and Documentation have been deleted or destroyed. You agree that you will not be entitled to a refund of any applicable license fee upon early termination of this Agreement.
- 9. **Governing Law.** The laws of the State of California shall govern the construction of this Agreement and you agree to be subject to the exclusive personal jurisdiction of the courts in the State of California for the purposes of enforcing the provisions of this Agreement. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING.



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12. **Indemnification by You.** You agree to defend, indemnify, and hold harmless Licensor, its suppliers and its resellers from and against all liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from any third party that result from or relate to your use, reproduction, or distribution of the Software, or your breach of any representation, warranty, or obligation under this Agreement.
13. **Indemnification by Licensor.** Licensor will defend and indemnify you against third-party claims alleging that the Software infringes a United States patent, copyright, or trade secret, provided you promptly notify Licensor in writing, allow Licensor control of the defense, and reasonably cooperate. Licensor may, at its option: (a) obtain a license for you to continue using the Software; (b) modify or replace the Software with a non-infringing equivalent; or (c) terminate this Agreement as to the infringing Software and refund any prepaid, unused fees. Licensor has no obligation for claims arising from your modifications, combinations with other products, or use not in accordance with this Agreement or the Documentation. This Section sets forth your sole remedy for infringement claims.



14. **Severability.** In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

15. **Public Sector End User Provisions**

- (a) **End User Definition for Public Sector.** "Public Sector End User" means any End User that:
 - (i) a government, legislature, judiciary, or other decision making body, instrumentality, department, or agency at any level, national, local, municipal, county, or otherwise and any entities managed, controlled, or owned by government interests;
 - (ii) public organizations or foundations, both domestic and international, of any kind including political parties, political organizations, or political candidates;
- (b) **Commercial Computer Software — Government End Users.** The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as used in 48 C.F.R. §12.212 (civilian agencies) and 48 C.F.R. §227.7202–1 through 227.7202–4 and DFARS 252.227–7014 (DoD), as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202–1 through 227.7202–4, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights granted to all other end users under this Agreement. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights in computer software or technical data. Unpublished rights are reserved under the copyright laws of the United States.
- (c) **Debarment and Suspension.** Licensor represents that it and its principals are not suspended, debarred, or otherwise excluded from U.S. federal procurement programs (48 C.F.R. Part 9, Subpart 9.4) and will notify you promptly if it becomes so excluded during the Subscription Term.
- (d) **Section 889.** Licensor represents that it will not provide to the U.S. Government, or use in performing any U.S. Government contract, any covered telecommunications or



video-surveillance equipment or services prohibited under Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (48 C.F.R. §52.204–24 and §52.204–25).

- (e) **Trade Agreements Act.** To the extent the Software is a commercial product supplied to the U.S. Government, Licensors represents that the Software is a U.S.-made or designated-country end product, as those terms are used in the Trade Agreements Act (19 U.S.C. §2501 et seq.) and 48 C.F.R. Part 25.
- (f) **Cybersecurity and Covered Information.** If your use of the Software will involve covered defense information or controlled unclassified information subject to DFARS 252.204–7012 or FAR 52.204–21, the parties will reasonably cooperate to implement the required safeguards, and Licensors will, upon request, enter into a separate security or data processing schedule addressing such requirements.

- 16. **Entire Agreement.** You further agree that this Agreement is the complete and exclusive statement of the agreement between you and Licensors, and supersedes all proposals or prior agreements, oral or written, and all other communications between you and Licensors relating to the subject matter of this Agreement.
- 17. **Acknowledgment.** By downloading, installing, or using any part of this Software, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- 18. **Force Majeure.** Licensors shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including, but not limited to, labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, public health related orders or quarantines, casualty, government authority, strikes, or acts of God, in which event Licensors shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
- 19. **Waiver.** The failure or delay by Licensors to require performance of any provision of this Agreement does not constitute a waiver. All waivers by Licensors must be provided in writing and signed by Licensors in each instance, and a waiver in one instance does not constitute a waiver in any subsequent instance.



20. **Confidentiality.** Each party may disclose to the other non-public information it designates as confidential ("Confidential Information"). The receiving party will use Confidential Information solely to exercise its rights under this Agreement, will protect it with the same care it uses for its own confidential information (but no less than reasonable care), and will not disclose it except to personnel and contractors who need to know and are bound by confidentiality obligations. Upon termination, the receiving party will return or destroy the Confidential Information. These obligations survive termination for three (3) years, and for trade secrets, for so long as the information remains a trade secret.
21. **Data Protection and Security.** You own all data you submit to the Software ("Customer Data"). Licensors will process Customer Data only to provide, support, and maintain the Software and will implement industry-standard technical and organizational measures to protect it. Licensors will not access or use Customer Data except as necessary to provide the Software, as required by law, or as directed by you. The parties may enter into a separate data processing or security schedule to address specific privacy or security requirements.
22. **Survival.** Provisions that by their nature should survive — including ownership, warranty disclaimers, limitation of liability, indemnification, confidentiality, data protection, and the public-sector provisions — survive termination or expiration of this Agreement.
23. **Artificial Intelligence and Machine Learning Models.** This Section applies only if the Software includes functionality that allows You to use, operate with, interface with, or otherwise facilitate the use of open weight or open source artificial intelligence and machine learning models (collectively, "AI/ML Models"). Not all Licensors products include such functionality; if the Software You have licensed does not, this Section does not apply. Licensors may, from time to time, designate certain AI/ML Models as certified to operate on or with the Software (each, a "Certified Model"). Notwithstanding any such certification, Licensors does not own or control any AI/ML Model, including any Certified Model, and does not own or control any output, results, or content generated by any AI/ML Model. AI/ML Models, including Certified Models, are developed, maintained, and modified by their respective providers and are subject to change, modification, suspension, or discontinuation by such providers at any time, without notice to or approval from Licensors. If You use any AI/ML Model that has not been certified by Licensors to function with the Software, You do so solely at Your own risk, and Licensors provides no warranty, representation, or guarantee of any kind, whether express or implied, regarding the performance, accuracy, reliability, safety, or fitness for any purpose of such non-certified AI/ML Model or any output it generates. To the maximum extent permitted by applicable law, Licensors



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25. **General Provisions.** (a) **Limitation Period.** No action arising out of this Agreement may be brought more than two (2) years after the cause of action accrues. (b) **Notices.** Notices under this Agreement must be in writing and sent to Licensor at its principal place of business or to you at the address associated with your account. (c) **Independent Contractors.** The parties are independent contractors; nothing in this Agreement creates a partnership, agency, or employment relationship. (d) **Amendment.** Licensor may modify this Agreement on notice; your continued use of the Software after the effective date of any modification constitutes acceptance of the modified terms.