

## Master Services Agreement

### IMPORTANT - READ CAREFULLY:

Please read the following legally binding Protex AI Master Services Agreement ("Agreement") between Protex AI Limited ("Protex AI") and the person or entity identified as the Client in an executed Order Form (the "Client") carefully. Protex AI and Client may be referred to individually as a "party" and collectively as the "parties."

THIS AGREEMENT APPLIES TO ANY ORDER (INCLUDING EVALUATION, COMMERCIAL OR OTHERWISE), PURCHASE ORDER, ORDER ACKNOWLEDGEMENT, OR INVOICE RELATING TO ANY PROTEX AI OFFERING (AS DEFINED HEREIN).

By signing an Order Form, issuing a purchase order referencing an Order Form, or otherwise accessing or using the Offering, Client acknowledges that Client has read, understands, and agrees to be bound by the terms and conditions of this Agreement.

The Agreement is comprised of the following documents: (a) the Order Form; (b) this Agreement; (c) the Data Processing Addendum; (d) the Deployment Terms; (e) the Support Terms; and (f) the AI Addendum.

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### AGREED TERMS

#### 1. Definitions

Terms used but not otherwise defined in this Agreement have the meanings ascribed to them in Section 15 (Definitions).

#### 2. Order Process

2.1. Order Form. Client may procure the Offering directly from Protex AI or through a Partner pursuant to a Partner Arrangement. Any Offering procured through a Partner is subject to, and Protex AI's obligations and liabilities to Client are governed by, this Agreement. Only the terms in an Order Form (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Client or Partner purchase order) that has been duly signed by Protex AI and Client, or by Protex AI and a Partner on behalf of the Client, will have any force or effect. Order Forms are non-cancellable.

2.2. Client Affiliates. Client will ensure that any Affiliate of Client using or accessing the Offering, or benefiting from Client's use of the Offering, complies with this Agreement. Client is responsible for its Affiliate's acts and omissions in connection with their access to, or use of, the Offering. Alternatively, Client's Affiliates may purchase the Offering themselves through the execution of an Order Form, thus creating a separate agreement between each such Client Affiliate and Protex AI. Neither Client nor its Affiliates will have any rights under each other's separate agreement with Protex AI, and breach or termination of any such separate agreement will affect only that agreement.

#### 3. Fees, Payment, and Taxes

3.1. Fees. Client will pay, as applicable: (a) the fees set forth in the applicable Order Form entered into by Protex AI and Client to Protex AI; or (b) the fees agreed upon by Client and the applicable Partner in accordance with the applicable Partner Arrangement to such Partner (as applicable, the "Fees").

3.2. Payment Terms. Where Client is required to pay Fees to Protex AI, then unless expressly set forth on the Order Form: (a) Fees will be invoiced on an annual basis, at the beginning of each year of the applicable Subscription Term (where the first "year" commences on the Order Form Effective Date and then subsequent "years" commence on each anniversary of the Deployment Date); (b) Client will pay the Fees within 30 days after receipt of the applicable invoice; and (c) Protex AI reserves the right to increase the Fees payable by the Client: (i) on 30 days' prior written notice in the event that the Cloud Provider increases the charges or fees payable by Protex AI to such Cloud Provider for services necessary for or related to the applicable Offering, provided that such increase shall be proportionate to the increase charged by the Cloud Provider; (ii) upon each anniversary of the Deployment Date, to reflect an increase equal to the greater of the percentage change in the Consumer Price Index (CPI) (or equivalent official index) over the preceding 12-month period, or 3% per annum, provided that Protex AI gives not less than 60 days' prior written notice of such adjustment; or (iii) if there is any change to the Client's network or infrastructure after the Order

Form is executed, and such change results in a cost to Protex AI. Except as otherwise expressly provided in this Agreement, as between Protex AI and the Client, all Fees are non-refundable and non-cancellable.

- 3.3. **Late Payment**. Protex AI may impose late charges on overdue payments at a rate equal to 2% per month or, if lower, the highest rate permitted by applicable law, such interest accruing daily both before and after judgment.
- 3.4. **Taxes**. As between Protex AI and Client: (a) Fees are exclusive of any applicable taxes (including sales tax, VAT, and GST) however designated and Client will pay all such taxes levied or imposed by reason of Client's purchase of the Offering and the transactions hereunder; and (b) should Client be required under any Applicable Law to withhold or deduct any portion of the payments due to Protex AI, then Client will increase the sum payable to Protex AI by the amount necessary to yield to Protex AI an amount equal to the sum Protex AI would have received had no withholdings or deductions been made.

#### **4. Offering**

- 4.1. **Access and Use**. Subject to the terms of this Agreement (including Protex AI's receipt of applicable Fees), Protex AI grants Client a non-exclusive, non-transferable, non-sublicensable license to access and use the Offering for Client's and Client's Affiliates' internal business purposes in accordance with this Agreement and the applicable Documentation (which is hereby incorporated into and forms part of this Agreement), and only in relation to the Client Site(s) during the applicable Subscription Term.
- 4.2. **Additional Sites**. For the avoidance of doubt, Client and its Affiliates may access the Platform remotely, but the Offering (including any Device or component thereof) is licensed and deployed solely in relation to the specific Client Site(s) identified in the applicable Order Form. Client may not relocate, redeploy, or use the Offering at any site or facility other than the Site(s) without Protex AI's prior written consent. Client may purchase the Offering for additional sites from time to time, and any such relocation, redeployment, or expansion to additional sites will be subject to: (a) execution of an updated or additional Order Form; and (b) additional Fees, as determined by Protex AI in accordance with its then-current pricing.
- 4.3. **Client Dependency**. The Deployment Terms and the Support Terms include additional terms and conditions applicable to Client's access and use of the Deployment Services and the Support Services. Client will comply with all such terms and conditions, including the obligations and tasks attributed to Client therein (each, a "**Client Dependency**"). To the extent that Client's delay or failure to comply with a Client Dependency causes Protex AI to breach an obligation under this Agreement, Protex AI will be entitled to an extension of time equivalent to the delay caused by the delay or failure to comply with such Client Dependency.
- 4.4. **Device(s)**. Where the Offering includes the Device(s), then unless otherwise agreed to in writing between the parties, title to all Device(s) (and all components thereof) provided by Protex AI to Client under this Agreement will always remain with Protex AI. Client is responsible for maintaining the Device in good condition (ordinary wear and tear excepted) while the Device is deployed on the Site. Client acknowledges and agrees that the Device(s) are provided solely as a component for delivery and operation of the Offering and must not be used for any other purpose. Upon termination of the Subscription Term, Client will promptly return all Device(s) to Protex AI (or to the applicable Partner) in accordance with Protex AI's (or applicable Partner's) instructions. Client's use of any Device is subject to the applicable Documentation.
- 4.5. **Services**. Protex AI will provide to the Client the Services set forth in the Order Form. Support Services will be provided in accordance with the Support Terms. Deployment Services will be provided in accordance with the Deployment Terms.
- 4.6. **Restrictions**. Client will not, with respect to the Offering (or any portion thereof): (a) use the Offering in any manner beyond the scope of rights expressly granted in this Agreement; (b) copy, modify or create derivative works of, or remove or cover proprietary marks from, the Documentation or the Offering, in whole or in part; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Offering, in whole or in part, except to the extent permitted by applicable laws which are not capable of contractual waiver; (d) frame, mirror, sell, resell, rent or lease use of the Offering to any third party, or otherwise allow any third party to use the Offering for any purpose (except for Client Affiliates as expressly permitted herein); (e) use the Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws; (f) interfere with, or disrupt the integrity or performance of, the Offering; (g) access or search any software component of the Offering (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools)

other than software or Offering features provided by Protex AI for use expressly for such purposes; (h) use the Offering for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Offering or any part thereof; (i) employ or authorize a Protex AI competitor to use or view the Offering, or to provide management, hosting, or support for the Offering; (j) disclose the contents of the output of the Offering to third parties other than Client Affiliates without Protex AI's prior written consent; (k) use the Offering for unauthorized surreptitious surveillance; (l) use the Offering to make employment-related decisions about employees, contractors, agents and other visitors at Client's Site(s), or to assign tasks based on behavioral patterns or personal traits, or to monitor and evaluate the performance and behaviour of persons at Client's Site(s); or (m) cause, encourage or assist any third party to do any of the foregoing.

- 4.7. **Open-Source Software**. Client acknowledges that the Device(s) and/or Platform may contain or be accompanied by certain third-party software, including open source software. Such open source software is copyrighted and licensed under the GPL/LGPL and/or other open source software licenses. No network copyleft open source software is used in the Device(s) and/or Platform. Copies of, or references to, open-source software licenses may be set out in a text file or folder accompanying the open-source software. Protex AI shall be solely responsible for obtaining and maintaining (at its sole expense) all necessary licenses, permissions, exceptions, and other rights to enable Client to use the Device(s) and/or Platform and to otherwise exploit the rights granted under this Agreement.
- 4.8. **Ownership**. The Offering (and any software component thereof) is provided on a subscription basis, not sold. Subject to the limited rights expressly granted hereunder, Protex AI reserves and owns all right, title and interest (including Intellectual Property Rights) in and to the Offering. No rights are granted to Client hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.
- 4.9. **Feedback**. Protex AI may freely use any feedback, suggestions, comments or the like that Client provides to Protex AI with regard to the Offering.
- 4.10. **Third-Party Integrations**. Protex AI may make available integrations with certain third-party technologies, equipment, alarms, sirens, lights, IoT systems, products or services ("**Third-Party Integrations**") through its Platform from time to time. Client understands and acknowledges that Protex AI does not provide any aspect of the Third-Party Integrations and, except with respect to Protex AI's API integration, it is not responsible for any compatibility issues or errors in the Offering or Third-Party Integrations caused in whole or in part by the Third-Party Integrations. Protex AI does not guarantee integration with Third-Party Integrations.
- 4.11. **Outsource Providers**. If Client contracts with an Outsource Provider, Client may permit such Outsource Provider to exercise all or any portion of the rights granted to Client in Section 4.1 (Access and Use) solely on Client's or a Client Affiliates' behalf. If Client permits an Outsource Provider to use or access the Offering on Client's or a Client Affiliate's behalf, Client will make sure all Outsource Providers comply with the terms of this Agreement and Client will be liable for any breach of this Agreement by an Outsource Provider.
- 4.12. **Preview: Beta Offerings**. Protex AI may from time to time allow Client to use new or upcoming parts or features of the Offering offered for preview, early access, or beta testing purposes on a free of charge basis ("**Preview Offering**"). Client may elect to try such Preview Offerings at its sole discretion. This Agreement also applies to Client's access and use of the Preview Offering, except as follows: (a) unless otherwise stated or communicated to Client, any Preview Offerings trial period will expire upon the date that a version of the Preview Offering becomes generally available without a "Preview Offering" or similar designation (such as "early access" or "beta"); (b) the Preview Offering is provided "AS-IS" without warranty of any kind, and Protex AI disclaims all warranties, support obligations, and other liabilities and obligations for the Preview Offering; and (c) Client may use the Preview Offering only for preview, evaluation, or beta testing purposes and will not use the Preview Offering in a product testing environment. Protex AI may discontinue Preview Offerings at any time in its sole discretion and may never make them generally available.

## **5. Client Obligations and Client Data**

- 5.1. **Client Security Obligation**. Client will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Offering and all Client Data therein. Protex AI will not be liable, and Client will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Client's credentials, equipment, systems or premises. Client acknowledges that whilst Protex AI maintains standard Platform-level backups of Client Data for operational integrity and disaster recovery purposes, Protex AI does not provide data recovery services or guaranteed restoration of specific data sets on behalf of the Client. Accordingly, Client remains solely responsible for maintaining any backups or copies of Client Data it requires for its own operational, compliance, or archival purposes.

- 5.2. **Client Data.** Client will own all right, title and interest in and to the Client Data. Client grants to Protex AI a limited, non-exclusive, worldwide, royalty-free license to host, access and use the Client Data: (a) for the purpose of operating, providing, and (subject to Section 5.3) improving the Offering; and (b) as required by Applicable Law.
- 5.3. **Improvements.** Client acknowledges and agrees that Protex AI may process Client Data for the purpose of developing and improving Protex AI's Offering (including the training of its algorithms and models), provided that when doing so Protex AI will: (a) only use Client Data in a de-identified or aggregated form that does not reveal the identity of any individual or the Confidential Information of Client; and (b) Protex AI shall not disclose any Client Data to other clients. All Intellectual Property Rights in any improvements or models derived from such processing shall belong to Protex AI.
- 5.4. **Representations and Warranties.** Client represents and warrants that: (a) it has obtained and will obtain and continue to have, during the applicable Subscription Term, all necessary rights, authority, consents and licenses for the access to and use of Client Data, including any Personal Data included therein, as contemplated by this Agreement; and (b) Protex AI's use of Client Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Client and any third party.
- 5.5. **Client Indemnity.** Client shall indemnify, defend, and hold harmless Protex AI, its Affiliates, officers, directors, employees, agents, and representatives (collectively, "**Protex AI Indemnitees**") from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of or related to any third-party claim to the extent such claim relates to: (a) any personal injury, death, or property damage occurring at or in connection with the Client's or its Affiliates' premises, except to the extent caused by Protex AI's gross negligence or willful misconduct; (b) any use, reliance, or misapplication of, or inference or decision based on, Generated Output, including any failure to take appropriate actions; (c) Client Data; and (d) any gross negligence, willful misconduct, fraud, or violation of Applicable Laws by the Client or its Affiliates.

## 6. Data Protection & AI

- 6.1. **Data Protection Addendum.** The parties have the rights and obligations set out in the Data Processing Addendum, which is hereby incorporated into and forms part of this Agreement.
- 6.2. **AI Addendum.** The AI Addendum contains tailored standard contractual clauses which have been drafted (as amended) for organisations procuring technology that includes an AI System developed by Protex AI, and is hereby incorporated into and forms part of this Agreement.

## 7. Confidentiality

- 7.1. **General Obligation.** A party which receives (or whose Affiliate receives) Confidential Information ("Recipient") will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This Section 7 (Confidentiality) will not apply to information which: (a) is known by the Recipient without obligations of confidentiality; (b) is or has become public knowledge through no fault of the Recipient; or (c) is independently developed by, or for, the Recipient.
- 7.2. **Permitted Recipients.** A Recipient will not: (a) use Confidential Information of the other party ("Discloser") or its Affiliate, except as needed to fulfill its obligations or exercise its rights under this Agreement or at law; or (b) disclose Confidential Information of the Discloser to any third party, except to its or its Affiliates' employees, agents and contractors who need to know ("Permitted Recipients"). The Recipient is liable for a breach of this Section 7 (Confidentiality) by its Permitted Recipients and will ensure each of those Permitted Recipients have written confidentiality obligations at least as restrictive as the Recipient's obligations under this Agreement.
- 7.3. **Permitted Disclosure.** The Recipient may reveal Confidential Information of the Discloser if required by law (including under a court order) but only after it notifies the Discloser in writing (if not legally prohibited). A Recipient will reasonably cooperate with a Discloser's reasonably requested protective actions, at the Discloser's expense.
- 7.4. **Return or Destruction.** The Recipient will return, delete or destroy all Confidential Information of the other party and confirm in writing it has done so within 30 days of the Discloser's written request unless retention is required by law or Confidential

Information has been stored in a backup system in the ordinary course of business, provided, however, that any such retained information will remain subject to this Agreement.

## 8. Warranties

- 8.1. **Platform Warranty.** Protex AI warrants to Client during the applicable Subscription Term that: (a) the Platform will perform materially in accordance with the applicable Documentation; and (b) Protex AI adopts customary industry standard practices to prevent the Platform from injecting malicious or disabling code that is intended to damage or destroy the Client's system or network (the "**Platform Warranty**"). Protex AI will use commercially reasonable efforts to provide a work-around or correct any reported non-conformity with the Platform Warranty, and, if Protex AI determines that it is unable to do so in its discretion, Protex AI may terminate Client's license to access and use the non-conforming Platform and refund to Client the prepaid Fees prorated for the unused period of the applicable Subscription Term. Client will promptly report any non-conformity with the Platform Warranty to Protex AI in writing. The rights and remedies set forth in this Section 8.1 (Platform Warranty) will be the Client's sole and exclusive remedy and Protex AI's sole and exclusive liability for any breach of the Platform Warranty. The Platform Warranty does not apply to Preview Offerings.
- 8.2. **Service Warranty.** Protex AI warrants to Client that it will perform all Services in a professional and workmanlike manner consistent with applicable industry standards (the "**Service Warranty**"). The Service Warranty will be in effect for a period of 30 days from the completion of the Services, and Client will promptly report any non-conformity with such Service Warranty to Protex AI in writing. Protex AI will, at its option and expense: (a) use commercially reasonable efforts to re-perform the non-conforming Services; or (b) refund to Client the portion of the Fees paid attributable to the non-conforming Services. The rights and remedies set forth in this Section 8.2 (Service Warranty) will be the Client's sole and exclusive remedy and Protex AI's sole and exclusive liability for any breach of the Service Warranty. The Service Warranty does not apply to Preview Offerings.
- 8.3. **Exclusions.** The warranties in Section 8.1 (Platform Warranty) and 8.2 (Service Warranty) do not apply if: (a) the Offering has been modified, except by Protex AI; (b) the Offering has not been installed, used, or maintained in accordance with this Agreement or applicable Documentation; (c) the non-conformity occurs due to a failure by the Client to allow Protex AI or its agents to implement any updates, corrections or modifications to the Offering (or any software component thereof) made available to Client by Protex AI; or (d) the non-conformity occurs due to changes to or failures in Client's network or in Third-Party Integrations; or (e) Client has combined the Offering with other software, services, or products that are not provided by Protex AI or not otherwise specified in the applicable Documentation, and but for such combination, the breach of warranty would have been avoided.
- 8.4. **No Guarantee.** CLIENT AGREES THAT: (A) PROTEX AI DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, REPORT, OR DETECT ALL EVENTS AT CLIENT'S OR ITS AFFILIATES' SITES; (B) THE OFFERING DOES NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY, OR GUARANTEE THAT CLIENT'S OR ITS AFFILIATES' USE OF THE OFFERING WILL PREVENT WORKPLACE INJURIES, PROPERTY DAMAGE, OR ANY NON-COMPLIANCE WITH APPLICABLE SAFETY REGULATIONS, EVEN IF FULLY IMPLEMENTED; AND (C) THE OFFERING AND ANY GENERATED OUTPUT, INCLUDING BUT NOT LIMITED TO REPORTS, ALERTS, AND INSIGHTS, DO NOT CONSTITUTE LEGAL, COMPLIANCE, OR REGULATORY ADVICE.
- 8.5. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERING IS PROVIDED ON AN "AS IS" BASIS, AND PROTEX AI MAKES NO WARRANTIES OR REPRESENTATIONS TO CLIENT OR TO ANY OTHER PARTY REGARDING THE OFFERING OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROTEX AI HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, PROTEX AI HEREBY DISCLAIMS ANY WARRANTY THAT THE USE OF THE OFFERING WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, OR WILL FULFILL ANY OF CLIENT'S PARTICULAR PURPOSES OR NEEDS. CLIENT ACKNOWLEDGES THAT THE OFFERING IS NOT A SUBSTITUTE FOR HUMAN DECISION-MAKING, HUMAN INTERVENTION, OR CLIENT'S SAFETY AND OPERATIONAL MANAGEMENT SYSTEMS, PROCESSES OR PROTOCOLS, AND IS NOT DESIGNED FOR USE IN FAIL-SAFE ENVIRONMENTS, WHERE FAILURE COULD RESULT IN DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. PROTEX AI DOES NOT WARRANT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY GENERATED OUTPUT, AND CLIENT ACKNOWLEDGES THAT GENERATED OUTPUT MAY BE INFLUENCED BY CLIENT DATA QUALITY, CONFIGURATIONS, USER PROMPTS, NETWORK CONDITIONS, AND THIRD-PARTY INTEGRATIONS. PROTEX AI SHALL NOT BE LIABLE FOR ANY DECISIONS OR ACTIONS TAKEN BY CLIENT BASED ON ITS USE OF THE OFFERING OR ANY GENERATED OUTPUT, WHICH CLIENT USES AT ITS OWN DISCRETION AND RISK. PROTEX AI IS NOT LIABLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE

OFFERING THAT RESULT FROM THIRD-PARTY INTEGRATIONS, DATA PROCESSING TIME, HARDWARE RESPONSE, OR INSUFFICIENT CLIENT DATA, CONFIGURATIONS, OR NETWORK CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROTEX AI SHALL NOT BE LIABLE FOR: (A) ANY DECISIONS OR ACTIONS TAKEN BY CLIENT BASED ON ITS USE OF THE OFFERING OR ANY GENERATED OUTPUT, WHICH CLIENT USES AT ITS OWN DISCRETION AND RISK, (B) ANY DISRUPTION, DELAY OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY AS A RESULT OF THE REAL-TIME ALERTS OR INTERVENTIONS, INCLUDING BUT NOT LIMITED TO MACHINE STOPPAGES, PRODUCTION DELAYS, OR SYSTEM MALFUNCTIONS; OR (C) FAILED, DELAYED OR MISSED REAL-TIME ALERTS OR INTERVENTIONS, INCLUDING BUT NOT LIMITED TO WORKPLACE ACCIDENTS, PROPERTY DAMAGE, REGULATORY FINES, OR OPERATIONAL LOSSES.

## **9. Intellectual Property Rights Infringement**

- 9.1. **Protex AI IPR Indemnity.** Protex AI will defend any third-party claim against the Client asserting that Client's use of the Platform in accordance with this Agreement infringes a third-party's patent, copyright or registered trademark (the "IP Claim"). Protex AI will indemnify Client against any damages awarded in any final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the Client: (a) notifies Protex AI in writing of the IP Claim promptly, within any applicable court or legal deadline, and in any event, within 20 days of receiving notice of such IP Claim; (b) fully cooperates with Protex AI in the defense of the IP Claim; and (c) grants Protex AI the right to exclusively control the defense and settlement of the IP Claim and any appeal (provided that any settlement by Protex AI must include, as an unconditional term, the claimant's or plaintiff's release of Client from all liability with respect to the IP Claim). Client may, at Client's own expense, participate in the defense of any IP Claim but Client will not enter into any settlement or compromise of any such claim without Protex AI's prior written consent. Client shall not make any admission as to liability or quantum with respect to the IP Claim, nor enter into any settlement nor agree any court order with respect to the IP Claim, in each case without Protex AI's prior written consent.
- 9.2. **Remedies.** If Protex AI reasonably believes the Platform could infringe any third-party's patent, copyright or registered trademark, Protex AI may, at its sole option and expense use commercially reasonable efforts to: (a) modify or replace the Platform, or any component or part thereof, to make it non-infringing; or (b) procure the right for Client to continue to use the Platform. If Protex AI determines that neither alternative is commercially practicable, Protex AI may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Client and refunding a prorated portion of the pre-paid, unused Fees paid by Client corresponding to the unused period of the applicable Subscription Term.
- 9.3. **Exclusions.** Protex AI will have no obligations under this Section 9 (Intellectual Property Rights Infringement) if the IP Claim is based upon or arises out of: (a) any modification to the Platform not made by Protex AI; (b) any combination or use of the Platform with or in any third-party software, hardware, process, firmware, or data, to the extent that such IP Claim is based on such combination or use; (c) Client's continued use of the allegedly infringing Platform after being notified of the infringement claim or after being provided a modified version of the Platform by Protex AI at no additional cost that is intended to address such alleged infringement; or (d) use of the Platform other than in accordance with the terms of this Agreement, including the applicable Documentation.
- 9.4. **Exclusive Remedy.** The rights and remedies set forth in this Section 9 (Intellectual Property Rights Infringement) will constitute the Client's sole and exclusive remedy, and Protex AI's sole and exclusive liability, for any actual or alleged infringement or misappropriation of Intellectual Property Rights in connection with the Offering.

## **10. Liability**

- 10.1. **Excluded Damages.** To the maximum extent permitted by law, neither party will be liable for any lost profits, lost revenue or savings, lost business opportunities, lost data, cost of substitute services, nor for any special, incidental, consequential, exemplary or punitive losses, damages, costs or expenses arising out of or in connection with this Agreement or the provision of the Offering, regardless of the legal or equitable theory on which the applicable claim or liability is based, even if such party has been advised of the possibility of such damages or losses or such damages or losses were reasonably foreseeable.
- 10.2. **Limitation of Liability.** To the maximum extent permitted by law, in no event will a party's cumulative liability arising under or in connection with this Agreement or the provision of the Offering exceed the Fees actually paid to Protex AI for the Offering giving rise to the liability in the 12-month period immediately preceding the first event giving rise to the liability. Multiple claims shall not expand the limitations specified in this Section 10 (Liability).

10.3. **Exclusions**. The foregoing exclusions and limitations in Section 10.1 (Excluded Damages) and Section 10.2 (Limitation of Liability) do not apply to: (a) Protex AI's indemnification obligations under Section 9.1 (Protex AI IPR Indemnity); (b) Client's indemnification obligations under Section 5.5 (Client Indemnity); (c) breach of Section 4.6 (Restrictions); (d) Client's payment obligations arising under this Agreement; and (e) any infringement or misappropriation by one party of the other party's Intellectual Property Rights.

10.4. **Basis of the Bargain**. The parties hereby acknowledge and agree that the limitations of liability in this Section 10 (Liability) are an essential part of the basis of the bargain between Protex AI and the Client and will apply even if the remedies available hereunder are found to fail their essential purpose.

## **11. Term, Suspension, and Termination**

11.1. **Term**. This Agreement shall commence on the Order Form Effective Date and shall remain in force until terminated in accordance with Section 11 of this Agreement, or, where the applicable Order Form specifies a fixed minimum term, for the duration specified therein (in each case, the "**Term**").

11.2. **Suspension**. Protex AI may immediately suspend Client's access to, or use of, the Offering if: (a) Protex AI believes that there is a significant threat to the security, integrity, functionality, or availability of the Offering or any content, data, or applications in the Offering; (b) Client is in breach of Section 4.6 (Restrictions); (c) Client (or the applicable Partner) fails to pay Protex AI when Fees are due; or (d) if required by law (including under a court order); provided, however, Protex AI will use commercially reasonable efforts under the circumstances to provide Client with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.

11.3. **Termination for Breach**. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and, if the breach is capable of being cured, such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

11.4. **Effect of Termination**. Upon termination of this Agreement for any reason: (a) all Client's rights to access and use the Offering will terminate; (b) Client will promptly cease all use of the Offering; (c) where applicable, Client will ensure all Client Data is removed from the Device(s) and return the Device(s) to Protex AI (or the applicable Partner) in accordance with Protex AI's (or the applicable Partner's) instructions. Protex AI will not be responsible for maintaining or protecting any configuration settings or data found on the returned Device(s); (d) for a period of 30 days following the termination, Protex AI will maintain Client Data stored in Protex AI's cloud services and grant Client access to the cloud services, solely to download and delete any such Client Data. Client Data cannot be retrieved once deleted or destroyed; and (e) all undisputed Fees owing to Protex AI at the date on which termination or expiry takes effect will become immediately due and payable.

11.5. **Survival**. Sections 1 (Definitions), 3 (Fees, Payment, and Taxes), 4.8 (Ownership), 4.9 (Feedback), 5.3 (Improvements), 5.4 (Representations and Warranties), 5.5 (Client Indemnity), 7 (Confidentiality), 8.4 (No Guarantee), 8.5 (Disclaimers), 9 (Intellectual Property Rights Infringement), 10 (Liability), 11.4 (Effect of Termination), 11.5 (Survival), 12 (Compliance with Laws), 13 (Governing Law and Dispute Resolution), 14 (General), and 15 (Definitions) will survive termination or expiration of this Agreement for any reason.

## **12. Compliance with Laws**

12.1. **General**. Each party agrees to comply with Applicable Laws, including but not limited to, applicable health and safety, export and import, anti-corruption and employment laws.

12.2. **Export Laws**. Client affirms that Client is not named on, owned by, or acting on behalf of any Irish, United Kingdom, U.S. or other applicable government denied-party list, and Client agrees to comply fully with all relevant export control and sanctions laws and regulations of Ireland, the United Kingdom, the United States and other applicable jurisdictions ("**Export Laws**") to ensure that neither the Offering, (or any software component thereof), any of Client Data, nor any technical data related thereto is: (a) used, exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Client shall complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

## **13. Governing Law and Dispute Resolution**

13.1. **Governing Law; Jurisdiction**. Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law defined in the table below and adjudicated: (a) in the Governing Courts defined in the table below, in which case each party

consents to the exclusive jurisdiction and venue thereof; or (b) by final and binding arbitration; in each case, as set forth in the table below.

Client Location (as stated in the Order Form)	Governing Law	Governing Courts / Arbitration
Ireland	The laws of Ireland	The courts of Ireland
United Kingdom	The laws of England and Wales	The courts of England and Wales
United States of America	The laws of the state of New York, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction	The state or federal courts in New York County, New York
None of the above	The laws of England and Wales	Arbitration at the ICC in London

13.2. **Arbitration.** Where arbitration applies, it will be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC**”) by one arbitrator in accordance with said Rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including any award and any procedural order, will be held in confidence.

13.3. **Exceptions.** Notwithstanding Sections 13.1 (Governing Law; Jurisdiction) and 13.2 (Arbitration): (a) each party may enforce its or its Affiliates’ Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (b) Protex AI or its Affiliates may bring suit for payment in the country where the Client is located.

13.4. **CSIG.** Client and Protex AI agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

#### 14. General

14.1. **Interpretation.** In this Agreement: (a) Section, Schedule, Exhibit, and paragraph headings do not affect the interpretation of this Agreement; (b) Exhibits and their Schedules form part of this Agreement and have effect as if set out in full in the body of this Agreement; (c) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (d) a reference to a company includes any company, corporation, or other body corporate, wherever and however incorporated or established; (e) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular; (f) a reference to writing or written includes email for routine approvals and notices of a non-legal nature; (g) any obligation on a party not to do something includes an obligation not to allow that thing to be done; (h) any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; (i) reference to “days” means calendar days unless specified as business days; (j) if an obligation falls on a non-business day, it will be due on the next business day; and (k) all references in this Agreement to the “purchase” of the Offering will mean the acquiring of a non-exclusive right to access and use such Offering.

14.2. **Entire Agreement.** This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in this Agreement. This Agreement governs Protex AI’s provision of the Offering to the exclusion of any terms that the Client seeks to impose or incorporate, whether in a purchase order, confirmation, invoice, acknowledgment, release, or other document, or that may

otherwise be implied by trade, custom, practice, or course of dealing. Any such terms shall have no effect and are expressly rejected and are not binding on Protex AI unless expressly agreed in writing pursuant to Section 14.4.

- 14.3. **Conflict**. Unless otherwise specifically agreed to in writing signed by the parties, in the event of any conflict or inconsistency between this Agreement, any Order Form, the Exhibits, or any document incorporated by reference into this Agreement, the order of precedence of the documents from highest to lowest is: (a) the Order Form; (b) the main body of this Agreement; (c) the Exhibits (including the Support Terms and the Deployment Terms); and (d) the documents incorporated herein by reference solely with respect to the subject matter of such documents; provided that the Data Processing Addendum will prevail over the Order Form, the main body of this Agreement, the other Exhibits, and all other documents solely with respect to its subject matter.
- 14.4. **Amendment**. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties (exchange of emails not sufficient), except that Protex AI may unilaterally modify the Documentation, Deployment Terms, and Support Terms so long as it does not reduce or materially modify the functionality of the Offering.
- 14.5. **Assignment**. Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing: (a) either party may assign or transfer this Agreement to an Affiliate in connection with a corporate reorganization; or (b) Protex AI may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 14.6. **Subcontracting**. Protex AI may engage subcontractors to perform its obligations under this Agreement, provided that: (a) Protex AI remains fully responsible for the performance of its obligations and for the acts and omissions of any subcontractor to the same extent as if such acts or omissions were those of Protex AI; and (b) any subcontractor who is given access to Client Data is bound by written obligations of confidentiality and data protection that are no less protective than those set forth in this Agreement, including the Data Processing Addendum (where applicable).
- 14.7. **Compliance**. Client agrees to permit Protex AI, or an independent representative appointed by Protex AI, to verify that Client's use of the Offering complies with this Agreement. Protex AI will not exercise this right more than once in any 12-month period. If Client procured the Offering through a Partner, Client also agrees that Protex AI may request Client to provide confirmation of the order(s) placed by Client with the Partner, including copies of agreement(s) between Client and Partner.
- 14.8. **Equitable Relief**. Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 7 (Confidentiality) or, in the case of Client, Section 4.6 (Restrictions), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 14.9. **Independent Contractors**. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- 14.10. **No Third-Party Beneficiaries**. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the parties and their respective successors and assigns.
- 14.11. **Waiver; Severability**. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
- 14.12. **Force Majeure**. Other than in respect of Client's payment obligations, neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control. The party experiencing a force majeure event will use commercially reasonable efforts to provide notice of such to the other party. During the continuation

of a force majeure event, the non-performing party will use commercially reasonable efforts to overcome the force majeure event and, to the extent it is able, continue to perform its obligations under this Agreement.

14.13. **U.S. Government End Users.** The Offering (including any software component) was developed solely at private expense and is a “commercial product”, “commercial item”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Offering by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with U.S. federal law and regulations. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with U.S. federal law, Client will immediately discontinue its use of the Offering.

14.14. **Notices.** Any notice will be delivered by hand, recorded delivery, registered post or email with satisfactory proof of such delivery to be retained by sender. Notices will only become effective on the actual date that the notice is received. Any notices required to be given in writing will be sent to each party’s respective address set forth in the Order Form. In the case of Protex AI, a copy of all notices must be sent to [legal@protex.ai](mailto:legal@protex.ai).

14.15. **Acceptance.** Client’s execution of an Order Form, issuance of a purchase order referencing this Agreement, or access to or use of the Offering constitutes acceptance of this Agreement and has the same legal effect as a handwritten signature.

## 15. Definitions

When used in this Agreement, the terms defined below will have the meanings given below.

“**Affiliate(s)**” means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a party. **Control** means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity.

“**AI Addendum**” means the AI Addendum (Exhibit D) available at [www.protex.ai/legal](http://www.protex.ai/legal).

“**Applicable Laws**” means all international, domestic and local laws, ordinances, regulations and orders applicable to a party’s performance under this Agreement, in each case as may be modified, amended, re-enacted, or replaced from time to time.

“**Cloud Provider**” means Amazon Web Services.

“**Confidential Information**” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, intellectual property, materials, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and know-how of a party, and any other information clearly designated by a party as being confidential to it (whether or not it is marked “confidential”), and information that ought reasonably be considered to be confidential given its nature or circumstance of disclosure, but in all circumstances excludes any Personal Data.

“**Client**” means the person or entity identified as the Client in an executed Order Form.

“**Client Data**” means: (a) all data and information submitted into, or stored in, the Device(s) or Platform by Client, or otherwise provided by Client to, or accessible by, Protex AI in connection with this Agreement; and (b) the contents of Generated Output; but, in case of (a) and (b), excluding any information or data owned or controlled by Protex AI and made available through or in connection with the Offering.

“**Data Processing Addendum**” or “**DPA**” means the Data Processing Addendum (Exhibit A) available at [www.protex.ai/legal](http://www.protex.ai/legal).

“**Deployment Date**” means the date on which the first of Client’s cameras (the number of which is specified on an Order Form) has been connected to the Device at a Site and the first snapshot on the first camera is captured.

“**Deployment Services**” means configuration and test procedures performed by Protex AI to confirm deployment of the Device(s) and enablement of the Platform as further described in, and provided in accordance with, the Deployment Terms.

**“Deployment Terms”** means Protex AI’s Deployment Services (Exhibit B) terms and conditions, available at [www.protex.ai/legal](http://www.protex.ai/legal), as may be updated by Protex AI from time to time, and which are hereby incorporated into this Agreement.

**“Device(s)”** means hardware device(s) (including embedded firmware) shipped by Protex AI to Client and as more fully described on the Order Form.

**“Documentation”** means the technical documentation, user manuals and user guides for the Offering, as provided by Protex AI to Client and as updated from time to time. Documentation may be made available via the Platform in the ‘Knowledge Base’.

**“Generated Output”** means reports, event recordings and imagery, recommendations, suggestions, graphical data, inferences, predictive analytics, and other data insights generated by the Offering or through Client’s use of the Offering, to the extent that such generated output has made use of Client Data.

**“Intellectual Property Rights”** means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world.

**“Offering”** means, collectively, the Device(s), Platform, and Services (or any combination thereof).

**“Order Form”** means any order form, purchase order, quotation or other ordering document agreed to or accepted by Protex AI, or Protex AI and a Partner where applicable, that identifies the Offering (including any Preview Offering) purchased by Client, Fees, and Subscription Term.

**“Outsource Provider”** means any third-party service provider(s) (such as an outsourcer, consultant, managed service provider, or collocation service provider) engaged or appointed by the Client or its Affiliates to support safety, operations, security, or infrastructure services at the Client Site(s).

**“Partner”** means an authorized reseller of Protex AI.

**“Partner Arrangement”** means a separate agreement between Partner and Client.

**“Personal Data”** has the meaning given to it in the Data Processing Addendum.

**“Platform”** means Protex AI’s proprietary computer-vision based software and cloud-based system, including artificial intelligence models, algorithms, tools, features, dashboards, APIs, and associated technologies, as made available to Client on a subscription basis pursuant to an applicable Order Form, and as more fully described in the applicable Documentation. The Platform may include optional modules or layers such as Protex Intelligence, Real-Time Alerts and/or Real Time Interventions, if and to the extent specified on an applicable Order Form or otherwise made available by Protex AI (including as a Preview Offering). The Platform includes all enhancements, error corrections, and/or updates which are generally made available by Protex AI. The Platform connects to compatible existing Client-side CCTV infrastructure, and each camera integration is chargeable, as set forth in the Order Form.

**“Protex AI”** means Protex AI Limited, having its registered address at Kilcaskin, Grange, Lisnagry, Limerick, V94 P2W1, Ireland.

**“Protex Intelligence”** means a generative AI Platform layer providing contextual insights, trend analysis, predictive analytics, and natural language query features. Protex Intelligence powers data-driven predictions based on Client Data, enabling the Platform to identify trends, such as where Site risk is most likely to emerge. Protex Intelligence is subject to periodic updates and improvements, which may alter its performance and capabilities over time. Unless otherwise specified in an Order Form, access to Protex Intelligence is provided as a Preview Offering.

**“Real-Time Alerts”** are applicable if made available to the Client as a Preview Offering and/or ordered by the Client via an Order Form. Real-Time Alerts provide automated notifications or warnings when the Platform detects an event, as defined by the Client. Real-Time Alerts trigger external warning systems to notify Client personnel and encourage rapid human response. By integrating with third-party or Client-owned alarms, sirens, buzzers, lights, other audio-visual systems, and IoT devices, the Platform can communicate safety or operational risks to personnel, enabling them to take corrective action before an accident occurs. Unless expressly stated otherwise on an Order Form, Real-Time Alerts are a Preview Offering.

**“Real-Time Interventions”** are applicable if made available to the Client as a Preview Offering and/or ordered by the Client via an Order Form. Real-Time Interventions enables the Platform to take automated action in response to detected events, as defined by the Client. Unlike Real-Time Alerts, which notify personnel or trigger external warning systems, Real-Time Intervention sends signals to connected third-party or Client-owned machinery, equipment, or IoT systems to enable them to mitigate imminent safety hazards. Unless expressly stated otherwise on an Order Form, Real-Time Intervention is a Preview Offering.

**“Services”** means the Deployment Services and the Support Services.

**“Site(s)”** means the Client’s premises or facilities specified in the Order Form with respect to which Protex AI will deliver the Device(s) and which will receive the Offering.

**“Support Services”** means support services for the Offering performed by Protex AI in accordance with the Support Terms.

**“Support Terms”** means Protex AI’s Support Services (Exhibit C) terms and conditions, available [www.protex.ai/legal](http://www.protex.ai/legal), as may be updated by Protex AI from time to time, and which are hereby incorporated into this Agreement.

**“Subscription Term”** means the period during which Protex AI shall make available the Offering to Client as set forth in the applicable Order Form.