VAIDIO END USER LICENSE AGREEMENT

Last updated September 2026

This End User License Agreement ("EULA") is between Vaidio Holdings, Inc. / IronYun Inc. USA ("Vaidio") and the entity or individual that acquires, installs, activates, accesses, or uses the Products ("Customer").

BY (A) SIGNING OR ACCEPTING AN ORDER OR OTHER COMMERCIAL AGREEMENT THAT INCORPORATES THIS EULA, (B) CLICKING "I AGREE," "ACCEPT," OR SIMILAR ASSENT LANGUAGE, (C) ACCEPTING OR USING A LICENSE AUTHORIZATION, OR (D) INSTALLING, ACTIVATING, ACCESSING, OR USING THE PRODUCTS, CUSTOMER AGREES TO BE BOUND BY THIS EULA. IF AN INDIVIDUAL ACCEPTS ON BEHALF OF AN ENTITY, THAT INDIVIDUAL REPRESENTS THAT HE OR SHE HAS AUTHORITY TO BIND THE ENTITY. IF CUSTOMER DOES NOT AGREE, CUSTOMER MUST NOT INSTALL, ACTIVATE, ACCESS, OR USE THE PRODUCTS.

1. Scope; Contract Stack; Order of Precedence

1.1 Products and Services. This EULA governs Customer's license to and use of Vaidio's AI vision software, related firmware supplied by Vaidio, updates, and Documentation (collectively, the "Products"). Support, maintenance, implementation, training, configuration, or other services are governed by the applicable Order, statement of work, support schedule, or other written agreement that expressly covers those services (collectively, "Services").

1.2 Commercial Agreement and Orders. Commercial matters may be governed by a master services or purchase agreement signed by Vaidio and Customer, Vaidio Terms and Conditions validly incorporated into an Order, or another written agreement accepted by Vaidio (a "Commercial Agreement"). Transaction-specific terms, including Products, quantities, license metric, term, fees, deployment scope, and special conditions, may be stated in an Order or Trial Authorization.

1.3 Precedence. If documents conflict, the following order applies to the subject matter of the conflict: (a) a signed amendment or rider that expressly states it overrides another document; (b) the Data Processing Agreement ("DPA") for Processing, security, retention, deletion, residency, and other handling of Customer Data; (c) the applicable Order or statement of work for transaction- or deployment-specific scope and commercial terms; (d) the Commercial Agreement for general commercial matters; and (e) this EULA for license, product access, and use. If an applicable Government Customer Addendum is incorporated into the parties' agreement, it controls over this EULA and the Vaidio Terms and Conditions on the government-specific matters it addresses.

1.4 Indirect Purchases. If Customer acquires Products through a reseller, distributor, integrator, or other Channel Partner, the commercial terms between Customer and that Channel Partner are solely between them unless Vaidio expressly agrees otherwise. This EULA remains applicable to Customer's license and use of the Products.

2. Definitions

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Authorized Support Provider" means a Channel Partner or other contractor authorized by Customer, and permitted by Vaidio, to install, configure, or support Customer's authorized use of the Products solely on Customer's behalf.

"Authorized Users" means Customer's and its Affiliates' employees and contractors whom Customer authorizes to use the Products on Customer's behalf and for Customer's internal business purposes.

"Channel Partner" means a reseller, distributor, integrator, MSP, OEM, or other partner separately authorized in writing by Vaidio to market, sell, provision, or support the Products.

"Customer Data" means data, content, images, video, audio, metadata, logs, and other information submitted to, captured by, processed by, or otherwise used with the Products by or on behalf of Customer or its End Users, excluding Operational Data once de-identified, aggregated, and rendered non-customer-identifying and non-individual-identifying in accordance with the DPA.

"Customer Outputs" means reports, alerts, detections, summaries, and analytics results generated for Customer's internal use through Customer's authorized operation of the Products, excluding Vaidio Technology.

"Documentation" means Vaidio's then-current user manuals, specifications, release notes, and other written materials describing the Products.

"End User" means a natural person who accesses or uses the Products under Customer's license or in Customer's environment.

"License Authorization" means an Order, Trial Authorization, license key, activation code, download link, entitlement, or other mechanism by which Vaidio, directly or through a Channel Partner, authorizes access to the Products.

"Operational Data" means de-identified, aggregated, and non-customer-identifying technical and operational information generated from Customer's use of, or Vaidio's provision, support, maintenance, security, troubleshooting, or optimization of, the Products or Services, including operational metrics, system performance statistics, error logs, and diagnostic information, but excluding Customer Data, Customer Outputs, Customer Confidential Information, and information that identifies Customer or an individual.

"Order" means a quote, order form, statement of work, subscription or term-license order, purchase document, or other written ordering instrument accepted by Vaidio that specifies license scope and/or commercial terms for paid Products or Services.

"Perpetual License" means a paid license that does not expire by passage of time, subject to the scope stated in the applicable Order and termination rights under the parties' agreement.

"Restricted AI Features" means facial recognition, including 1:1 verification and 1:N identification, face matching, watchlists, biometric identification, and similar functionality intended to identify or attempt to identify a person.

"Term License" means a paid license granted for a specified duration, including any subscription-style license, as stated in the applicable Order.

"Trial" means a no-charge evaluation license to use the Products for a limited period.

"Trial Authorization" means a License Authorization that designates Products as Trial or evaluation use and identifies any applicable limits or conditions.

"Trial Term" means ninety (90) days beginning on the earlier of first activation, first access, or first use, unless a different period is stated in the Trial Authorization.

"Vaidio Technology" means the Products, Documentation, Vaidio Data, Operational Data, software, source and object code, models, model architectures, model weights and parameters, algorithms, detection logic, workflows, configurations, interfaces, tools, know-how, derivative works, and all modifications, enhancements, updates, upgrades, generalized learnings, and improvements thereto or derived therefrom, including customer-specific tuning, calibration, optimization, and adaptation, but excluding Customer Data and Customer Outputs.

3. License Grant; No Sale

3.1 Grant. Subject to Customer's compliance with the parties' agreement and the applicable License Authorization, Vaidio grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license, except for access by Authorized Users and Authorized Support Providers as expressly permitted herein, to install and use the Products solely for Customer's internal business purposes, in accordance with the Documentation, and within the term, quantities, license metric, feature entitlements, and permitted environment stated in the applicable License Authorization.

3.2 No Sale. The Products are licensed, not sold. Vaidio and its licensors retain all right, title, and interest in and to the Products and Vaidio Technology.

3.3 Customer Data and Customer Outputs. As between the parties, Customer retains all right, title, and interest in and to Customer Data and Customer Outputs. Customer Outputs do not include Vaidio Technology or any Vaidio models, model weights, parameters, algorithms, or detection logic, whether or not configured, tuned, calibrated, or trained in connection with Customer's deployment.

4. Restrictions

Customer will not, and will not permit any End User or third party to: (a) copy, modify, translate, or create derivative works of the Products except to the limited extent expressly permitted by applicable law notwithstanding this restriction; (b) reverse engineer, decompile, disassemble, or attempt to derive source code, model weights, training data, underlying ideas, algorithms, structure, or organization of the Products; (c) circumvent, disable, or

interfere with licensing, activation, security, or technical protection measures; (d) sell, rent, lease, distribute, sublicense, assign, transfer, host, outsource, disclose, or otherwise make the Products available to a third party except to Authorized Users and Authorized Support Providers as permitted herein; (e) use the Products as a service bureau, hosted service, managed service, or for the benefit of third parties unless expressly authorized under a separate written Channel Partner, MSP, OEM, or similar agreement signed by Vaidio; (f) remove proprietary notices; or (g) use the Products in violation of applicable law. Nothing in this Section prohibits output testing or legally required assessments based solely on observed inputs and outputs, provided such testing does not involve access to or derivation of source code, model weights, or training data and any third-party assessor is bound by appropriate confidentiality obligations.

5. Channel Partners; Authorized Support Providers

5.1 Channel Commercial Terms. A Channel Partner has no authority to modify this EULA or bind Vaidio except through a written agreement signed by Vaidio.

5.2 Support Provider Access. Customer may authorize an Authorized Support Provider to install, configure, access, and support the Products solely on Customer's behalf. Customer remains responsible for acts and omissions of its Authorized Support Providers in Customer's environment.

5.3 No Independent Partner Rights. An Authorized Support Provider receives no independent license and may not host, provide, resell, sublicense, distribute, or make the Products available to any third party except as separately authorized by Vaidio in writing.

6. Activation; License Term; Trials; Updates

6.1 Activation and Verification. Customer may be required to activate the Products and may not bypass activation or license-verification controls. Activation does not determine the commencement date of a paid Term License unless the applicable Order expressly says so.

6.2 Paid License Term. A Term License continues for the period stated in the applicable Order. A Perpetual License continues indefinitely unless terminated for breach or as otherwise expressly stated in the applicable Order.

6.3 Trial Terms. A Trial is for evaluation only, expires automatically at the end of the Trial Term, and may not be used for production, life-safety, emergency-response, or other mission-critical purposes where malfunction could reasonably result in death, personal injury, or material property damage. Trial support is best-efforts unless the Trial Authorization states otherwise. Trial Products are provided "AS IS." Upon Trial expiration or termination, Customer must cease use and uninstall or disable the Trial Products. Any extension must be authorized by Vaidio in writing.

6.4 Updates and Upgrades. During an active Term License, Customer is entitled to generally available updates and upgrades for the licensed Products that Vaidio makes available without separate charge, excluding separately priced products, modules, or material new functionality. For a Perpetual License, updates, maintenance releases, and upgrades are provided only to the extent stated in the applicable Order or while applicable support or maintenance is current. Vaidio may modify the Products over time, but will not materially reduce the core licensed functionality during a paid Term License without providing a commercially reasonable alternative or remedy.

7. Installation Limits; Backup Copies

The Products may be installed and used only in the quantities and environment stated in the applicable License Authorization. Customer may make a reasonable number of backup copies solely for archival or disaster-recovery purposes, provided proprietary notices are preserved and the copies are not used except as necessary to restore Customer's authorized deployment.

8. Customer Responsibilities; Deployment; AI and Restricted AI Features

8.1 Users and Environment. Customer is responsible for all use of the Products by its End Users and Authorized Support Providers and for administering user roles, permissions, credentials, configurations, and policies in Customer's environment.

8.2 Customer-Controlled Deployment. Unless an Order expressly states otherwise, the Products are deployed on infrastructure selected, operated, and controlled by Customer or its service providers. Customer is responsible for the cameras, video management systems, servers, storage, networks, firewalls, connectivity, third-party software and hardware,

physical security, backups, retention settings, and other surrounding infrastructure required for Customer's deployment. Vaidio does not host Customer's deployment or assume responsibility for Customer infrastructure merely by licensing or supporting the Products.

8.3 Lawful Deployment. Customer is responsible for determining whether and how to deploy and use the Products in compliance with applicable privacy, surveillance, recording, employment, biometric, AI, and other laws and for obtaining and maintaining all notices, consents, authorizations, and lawful bases required for Customer's use.

8.4 AI Outputs and Human Oversight. AI- and machine-learning-enabled outputs are probabilistic and may contain false positives, false negatives, or other errors. Customer will use appropriate human review and will not rely on AI-generated results as the sole basis for a decision producing legal or similarly significant effects on an individual unless expressly permitted by applicable law and separately agreed in writing by Vaidio.

8.5 Restricted AI Features. Restricted AI Features are licensed or authorized only if expressly identified in the applicable Order or License Authorization and enabled through configuration controls by Customer's designated administrators. Customer is responsible for managing administrators, roles, enrollment data, watchlists, activation and deactivation of Restricted AI Features, deployment policies, notices, approvals, and consents. Vaidio does not make legal determinations regarding Customer's use case, control Customer's enrollment or watchlist decisions, or take automated material-impact decisions on Customer's behalf.

9. Customer Data; Data Processing; Operational Data

9.1 No Routine Hosting or Access. Unless an Order expressly provides otherwise, Vaidio does not host Customer Data and has no routine access to Customer's deployment. Vaidio may receive or access Customer Data only when Customer or its Authorized Support Provider affirmatively transmits, authorizes, enables, or facilitates such access, including for implementation, support, maintenance, troubleshooting, calibration, testing, or Customer-approved tuning.

9.2 DPA Controls. To the extent Vaidio Processes Customer Data on Customer's behalf, the DPA governs that Processing. Customer is responsible for ensuring that any Customer Data provided or made accessible to Vaidio may lawfully be Processed for the authorized purpose.

9.3 Operational Data and Generalized Learnings. Vaidio may collect, use, and retain Operational Data and generalized learnings for internal purposes, including to maintain, secure, support, improve, and develop Vaidio products and services, provided that such information does not identify Customer or an individual, disclose Customer Data or Customer Confidential Information, or include Customer Outputs or other Customer-identifying derived data outside the Products or Services provided to Customer. Vaidio will not use Customer Data, Customer Outputs, or other Customer-identifying or individual-identifying information for model training, fine-tuning, validation, benchmarking, or improvement outside the Products and Services provided to Customer without Customer's explicit written approval.

10. Security

Each party is responsible for security of the systems and environments it controls. Customer will use commercially reasonable measures to protect the Products, license keys, credentials, and Customer environment from unauthorized access or use. To the extent Vaidio possesses or controls Customer Data, Vaidio will maintain administrative, technical, and organizational safeguards appropriate to the nature of the Customer Data and the risks of the Processing, as further provided in the DPA. No security standard, certification, or customer-specific control framework applies unless expressly agreed in a signed agreement or security schedule.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means non-public information disclosed by or on behalf of a party that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Vaidio Confidential Information includes the Products, Documentation, Vaidio Technology, pricing, and non-public security information. Customer Confidential Information includes Customer Data and Customer's non-public operational and security information.

11.2 Protection and Use. Each recipient will use the other party's Confidential Information only to perform or exercise rights under the parties' agreement and will protect it using at least reasonable care. The recipient may disclose Confidential Information to personnel,

contractors, professional advisers, and Affiliates that have a need to know and are bound by confidentiality obligations.

11.3 Exclusions and Required Disclosure. Confidential Information does not include information that the recipient can demonstrate is or becomes public without breach, was lawfully known without restriction, is received lawfully from a third party without confidentiality obligation, or is independently developed without use of the other party's Confidential Information. Required legal disclosure is permitted if the recipient provides notice where legally allowed and reasonably cooperates in seeking protective treatment.

11.4 Duration. These obligations continue during the applicable relationship and for three (3) years thereafter, except trade secrets remain protected for so long as they qualify as trade secrets under applicable law. Customer Data confidentiality is also governed by the DPA.

12. License Compliance; Acceptance Records

12.1 License Compliance. Upon reasonable written request, Customer will provide reasonable information sufficient to verify compliance with license scope. Vaidio may conduct a license-compliance audit no more than once per year absent reasonable evidence of material noncompliance, on reasonable prior notice, during normal business hours, and without unreasonable disruption. Customer will reimburse reasonable audit costs only if the audit identifies material under-licensing or other material noncompliance.

12.2 Acceptance Records. If Customer is bound to this EULA through a signed Order or Commercial Agreement, separate assent by each End User is not required unless the Product presents such acceptance. If no signed agreement incorporates this EULA, Customer may be bound through the electronic assent, activation, License Authorization, or use mechanisms stated above. Vaidio and its Channel Partners may maintain versioned records of Customer or administrator acceptance, activation, entitlement, and provisioning for evidentiary and license-administration purposes.

13. IP Infringement

13.1 Commercial Agreement Controls. If the Commercial Agreement contains an intellectual-property indemnity, that provision controls.

13.2 Fallback Vaidio Indemnity. If no Commercial Agreement addresses intellectual-property indemnity, Vaidio will defend Customer against a third-party claim alleging that the unmodified Products, when used as authorized, infringe a United States patent, copyright, or trademark, and will pay damages finally awarded or settlement amounts approved by Vaidio. Customer must promptly notify Vaidio, give Vaidio control of the defense and settlement, and reasonably cooperate at Vaidio's expense.

13.3 Exclusions and Remedies. Vaidio has no obligation to the extent a claim arises from Customer Data, Customer specifications, modifications not made by Vaidio, use outside the Documentation or license scope, combinations with items not supplied by Vaidio where the claim would not otherwise arise, or continued use after Vaidio provides a non-infringing alternative. Vaidio may procure continued use, modify or replace the affected Product, or, if commercially unreasonable, terminate the affected license and refund prepaid fees for the unused portion of a Term License or, for a Perpetual License, the fees paid for the affected Product less straight-line depreciation over thirty-six (36) months from delivery.

14. Customer Indemnification

14.1 Commercial Agreement Controls. If the Commercial Agreement contains Customer indemnification obligations, those provisions control.

14.2 Fallback Customer Indemnity. If no Commercial Agreement addresses Customer indemnification, Customer will defend and indemnify Vaidio and its Affiliates, officers, directors, employees, and agents against third-party claims to the extent arising from (a) Customer Data or Customer's lack of rights to provide or use Customer Data; (b) Customer's or an End User's unlawful use of the Products; (c) Customer's failure to obtain required notices, consents, or authorizations; (d) Customer modifications, instructions, or configurations; or (e) combinations with third-party systems or equipment not supplied by Vaidio, to the extent the claim would not otherwise arise.

15. Limited Warranty; Disclaimers; Remedies

15.1 Trials and Free Products. Trial, beta, preview, evaluation, and free Products are provided "AS IS" without warranties of any kind.

15.2 Paid Products. For a Perpetual License, Vaidio warrants for one (1) year from delivery that the Product will substantially conform to the Documentation when used as authorized. For a Term License, Vaidio warrants during the applicable paid license term that the Product will substantially conform to the Documentation when used as authorized.

15.3 Exclusions. The warranty does not cover issues caused by misuse, unauthorized changes, unsupported configurations, Customer or third-party infrastructure, hardware, software, integrations, network conditions, failure to implement required fixes or patches, or events beyond Vaidio's reasonable control.

15.4 Remedy. Customer's exclusive remedy for breach of the foregoing warranty is, at Vaidio's option, repair, replacement, re-performance where applicable, or, if Vaidio cannot reasonably cure the nonconformity, termination of the affected Product and a refund or credit of prepaid fees for the affected unused portion. For a Perpetual License, any refund will be the fees paid for the affected Product less straight-line depreciation over thirty-six (36) months from delivery.

15.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THE PARTIES' AGREEMENT, VAIDIO DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. VAIDIO DOES NOT WARRANT THAT AI-GENERATED OUTPUTS WILL BE ERROR-FREE, THAT THE PRODUCTS WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS, OR THAT OPERATION WILL BE UNINTERRUPTED.

16. Limitation of Liability

16.1 Commercial Agreement Controls. If a Commercial Agreement establishes limitations of liability, those provisions control.

16.2 Fallback Exclusion of Damages. If no Commercial Agreement addresses liability, neither party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, goodwill, or business opportunity, arising out of or relating to the Products or this EULA, even if advised of the possibility of such damages.

16.3 Fallback General Cap. Except as provided below, each party's aggregate liability arising out of or relating to the Products or this EULA will not exceed the fees paid or payable for the affected Products and Services during the twelve (12) months preceding the event giving rise to the claim; for a claim arising before twelve months of fees have accrued, the cap is the fees paid or payable for the first twelve months of the applicable Order.

16.4 Fallback Enhanced Cap. The aggregate liability for Vaidio's obligations under Section 13, and either party's breach of Section 11 or obligations under the DPA, will not exceed two (2) times the amount determined under Section 16.3.

16.5 Uncapped Matters. The foregoing caps do not limit Customer's payment obligations; Customer's intentional or knowing unauthorized copying, distribution, disclosure, or misappropriation of Vaidio Technology; either party's fraud, gross negligence, or willful misconduct; or liability that applicable law does not permit to be limited.

17. Term; Termination; Suspension

17.1 Term. This EULA remains in effect while Customer has an active License Authorization or continues authorized use of a Perpetual License.

17.2 Material Breach. Either party may terminate the affected Order, License Authorization, or this EULA for material breach if the breaching party fails to cure the breach within thirty (30) days after written notice, or immediately if the breach is incapable of cure.

17.3 Suspension. Vaidio may suspend affected access or license functionality only to the extent reasonably necessary to address a material security threat caused by the Products or Customer's use, unlawful use, sanctions or export-control restrictions, material nonpayment where Vaidio is the direct seller, or material license misuse. Where commercially reasonable, Vaidio will provide prior notice and an opportunity to cure before a non-emergency suspension.

17.4 Effect. Upon expiration or termination of a Term License or Trial, Customer must cease use of the affected Products. Upon termination of a Perpetual License for uncured material breach, Customer must cease use and uninstall the affected Products. Customer may retain archival copies solely as required by law but may not use them. Provisions that by their nature should survive will survive, including ownership, confidentiality, payment, indemnity, liability, export, and dispute provisions.

18. Export and Trade Compliance

Customer will comply with applicable export-control, sanctions, and trade laws and will not export, re-export, transfer, provide, or use the Products in prohibited jurisdictions, for prohibited end users, or for prohibited end uses. Vaidio may withhold or suspend delivery to the extent required to comply with applicable trade laws.

19. Amendments

19.1 Prospective Updates. Vaidio may update this EULA by posting or otherwise making an updated version available. An update applies only to Orders, Trial Authorizations, or renewals accepted after the update's effective date unless the parties expressly agree otherwise.

19.2 Existing Paid Orders. An update that would materially diminish Customer's rights or expand Customer's obligations under an existing paid Order will not apply during that committed term without Customer's written agreement. Non-material corrections that do not diminish Customer's rights or expand its obligations may be made without separate consent.

20. Governing Law; Venue

If the applicable Commercial Agreement or Order specifies governing law or venue, that provision controls. Otherwise, this EULA is governed by the laws of the State of Connecticut, excluding conflict-of-laws principles, and the parties consent to exclusive jurisdiction in the state courts located in Fairfield County, Connecticut, and the United States District Court for the District of Connecticut. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21. Miscellaneous

21.1 Assignment. Customer may not assign this EULA or a License Authorization without Vaidio's prior written consent, except in connection with a merger or sale of substantially all of Customer's business or assets where the assignee is not a Vaidio competitor and agrees in writing to be bound by the applicable terms. Vaidio may assign this EULA to an Affiliate or in connection with a merger, reorganization, financing, or sale of all or substantially all of its business or assets.

21.2 No Waiver; Severability. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain in effect.

21.3 Relationship. The parties are independent contractors. Nothing creates a partnership, joint venture, fiduciary, employment, or agency relationship.

21.4 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, excluding payment obligations for amounts already due.

21.5 Entire Agreement. Together with the documents identified in Section 1, this EULA constitutes the parties' agreement concerning the license and use of the Products and supersedes prior or contemporaneous terms on that subject, except for a separate signed agreement that expressly survives or controls.