VAIDIO TERMS AND CONDITIONS

Last updated September 2026

These Terms and Conditions ("Terms") govern commercial transactions in which Vaidio Holdings, Inc. / IronYun Inc. USA ("Vaidio") sells or licenses Products or Services directly to a customer ("Customer"), or an Order expressly incorporates these Terms. They do not, by themselves, create reseller, distributor, MSP, OEM, or other channel rights; those relationships require a separate written agreement with Vaidio.

1. Agreement Structure; Scope; Precedence

1.1 Agreement. These Terms, the applicable Order, the Vaidio End User License Agreement ("EULA"), any applicable DPA, and any signed statement of work or rider constitute the parties' agreement for the applicable transaction.

1.2 Precedence. A signed amendment or rider that expressly identifies the provision it overrides controls first. The DPA controls Customer Data handling. The applicable Order or statement of work controls transaction- and deployment-specific scope and commercial terms. These Terms control general commercial matters. The EULA controls product license, access, and use. An applicable Government Customer Addendum controls government-specific matters it addresses.

1.3 Customer Paper. A purchase order, procurement portal, onboarding form, acknowledgement, or other Customer document does not modify the parties' agreement unless Vaidio expressly accepts the conflicting term in a written agreement signed by an authorized Vaidio representative. Performance, provisioning, invoicing, or acceptance of payment does not constitute acceptance of such conflicting terms.

2. Orders; Acceptance; Delivery

2.1 Orders. An Order is binding when accepted by Vaidio. Vaidio may accept by signature, written confirmation, provisioning, activation, or other affirmative acceptance.

2.2 Electronic Delivery. Software, licenses, entitlements, keys, and Documentation may be delivered electronically. Unless an Order expressly provides otherwise, delivery occurs when Vaidio makes the applicable license entitlement, key, download, or provisioning mechanism available to Customer or the authorized Channel Partner.

2.3 Changes. Changes to an accepted Order require written agreement. Customer may not cancel or reduce a committed Order except as expressly permitted by the Order or applicable law.

3. Fees; Invoicing; Payment; Taxes

3.1 Fees and Payment. Customer will pay the fees stated in the applicable Order. Unless the Order states otherwise, invoices are due thirty (30) days from invoice date. Overdue undisputed amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate, plus reasonable collection costs.

3.2 Invoice Disputes. Customer must notify Vaidio in writing of a good-faith invoice dispute within sixty (60) days after receipt, identifying the disputed amount and basis. Undisputed amounts remain payable when due.

3.3 Taxes. Fees exclude applicable sales, use, value-added, withholding, excise, and similar taxes and governmental charges. Customer is responsible for such amounts other than taxes based on Vaidio's net income. If Customer is required by law to withhold tax from a payment, Customer will provide appropriate documentation and, except where prohibited or expressly agreed otherwise, increase the payment so Vaidio receives the amount it would have received absent the withholding.

3.4 Credit Review. Vaidio may conduct reasonable credit review and may require prepayment, revised payment terms, or additional payment assurance based on a material adverse change in Customer's creditworthiness.

4. License Terms; EULA; Customer Responsibilities

4.1 EULA. All Products are licensed, not sold, and Customer's license and use are governed by the EULA. Customer will ensure that its Authorized Users comply with the EULA.

4.2 Deployment Responsibility. Unless an Order expressly states otherwise, Customer is responsible for the infrastructure in which the Products operate, including cameras, video management systems, servers, storage, networks, firewalls, connectivity, third-party software and hardware, access controls, and retention settings.

4.3 AI and Regulated Use. Customer is responsible for lawful deployment and for required notices, consents, authorizations, policies, and human oversight relating to surveillance, recording, biometric, facial-recognition, employment, privacy, and AI-enabled use. The detailed use restrictions and Restricted AI Feature terms are in the EULA.

5. Term; Renewal; Cancellation

5.1 Order Term. Each Order begins and ends as stated in that Order. Unless the Order states otherwise, a paid Term License renews automatically for successive periods equal to the initial term unless either party gives at least thirty (30) days' written notice of non-renewal before the then-current term expires.

5.2 Committed Fees. Except for termination rights expressly stated in the parties' agreement, fees for a committed term are non-cancellable and non-refundable. If Customer purports to terminate a committed term without contractual right, unpaid committed fees remain due. Any recapture of waived onboarding fees, promotional credits, or similar concessions applies only if expressly stated in the applicable Order.

6. Services; Support; No Implied SLA or Hosting

6.1 Services. Implementation, configuration, training, professional services, maintenance, and support are provided only to the extent stated in an Order, statement of work, or applicable support schedule.

6.2 Service Levels. No uptime commitment, response-time guarantee, resolution-time guarantee, service credit, hosting obligation, backup obligation, or responsibility for Customer infrastructure applies unless expressly stated in a signed Order, support schedule, or SLA.

6.3 On-Premises Model. Unless an Order expressly states that Vaidio will host a particular service, Vaidio does not host Customer's deployment and is not responsible for the availability, cybersecurity, backup, performance, or operation of Customer-controlled infrastructure.

7. Confidentiality

7.1 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. It includes non-public pricing, security information, technical information, Vaidio Technology, and Customer Data.

7.2 Use and Protection. Each recipient will use the other party's Confidential Information only for the parties' relationship, protect it using at least reasonable care, and disclose it only to personnel, contractors, Affiliates, and advisers with a need to know and appropriate confidentiality obligations.

7.3 Exclusions; Required Disclosure. Confidential Information excludes information independently developed, lawfully known without restriction, lawfully received from a third party without confidentiality duty, or publicly available through no breach. Legally required disclosure is permitted with advance notice where legally allowed.

7.4 Duration. Confidentiality obligations continue during the Agreement and for three (3) years thereafter, except trade secrets remain protected as long as they qualify as trade secrets. Customer Data is also subject to the DPA.

8. Data Protection and Security

8.1 DPA. If Vaidio Processes Customer Data on Customer's behalf, the DPA applies to that Processing and controls over these Terms on Customer Data handling.

8.2 No Implied Customer-Specific Controls. Security standards, certifications, control frameworks, data-residency commitments, audit rights, and customer-specific security requirements apply only to the extent expressly stated in the DPA, a signed security schedule, or other signed agreement.

9. Intellectual Property

Vaidio and its licensors retain all right, title, and interest in Vaidio Technology. Customer retains ownership of Customer Data and Customer Outputs as provided in the EULA and DPA. No Order or Services engagement is a work-made-for-hire arrangement for Vaidio Technology unless Vaidio expressly agrees otherwise in writing.

10. Limited Warranty; Disclaimer

10.1 Product Warranty. The paid Product warranty, exclusions, duration for Perpetual and Term Licenses, and remedies are stated in the EULA.

10.2 Services Warranty. Vaidio warrants that Services will be performed in a professional and workmanlike manner. Customer must notify Vaidio of a material breach of this Services warranty within thirty (30) days after the affected Services are performed. Customer's exclusive remedy is re-performance of the affected Services or, if Vaidio cannot reasonably re-perform, a refund of the fees paid for those affected Services.

10.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED 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.

11. Vaidio IP Infringement Indemnity

11.1 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.

11.2 Conditions. Customer must promptly notify Vaidio, provide reasonable cooperation, and allow Vaidio sole control of the defense and settlement, provided Vaidio may not settle a claim in a manner that admits Customer fault or imposes non-monetary obligations on Customer without Customer's consent, not to be unreasonably withheld.

11.3 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 licensed scope, third-party combinations 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 terminate the affected license and provide the refund described in the EULA.

12. 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 its End Users' use of the Products in violation of applicable law or the EULA; (c) Customer's failure to obtain required notices, consents, or authorizations; (d) Customer modifications, specifications, or instructions; or (e) combinations with third-party systems or equipment not supplied by Vaidio to the extent the claim would not otherwise arise. Vaidio will provide prompt notice and reasonable cooperation and will allow Customer control of the defense and settlement, subject to Vaidio's right to participate with counsel at its own expense and to approve any settlement that admits Vaidio fault or imposes non-monetary obligations on Vaidio.

13. Limitation of Liability

13.1 Excluded Damages. 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 parties' agreement, even if advised of the possibility of such damages.

13.2 General Cap. Except as provided below, each party's aggregate liability arising out of or relating to the parties' agreement 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.

13.3 Enhanced Cap. The aggregate liability for Vaidio's obligations under Section 11, and either party's breach of Section 7 or obligations under the DPA, will not exceed two (2) times the amount determined under Section 13.2.

13.4 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.

14. Suspension

Vaidio may suspend affected Products or Services only to the extent reasonably necessary to address material nonpayment where Vaidio is the direct seller, an imminent security threat caused by the Products or Customer's use, unlawful use, sanctions or export-control restrictions, or material license misuse. Except in an emergency or where legally prohibited, Vaidio will provide reasonable prior notice and an opportunity to cure before suspension.

15. Termination for Cause; Effect

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

15.2 Insolvency. Either party may terminate upon written notice if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it a bankruptcy proceeding that is not dismissed within sixty (60) days, or ceases business operations.

15.3 Effect. Termination does not relieve accrued payment obligations. Customer's post-termination Product rights are governed by the EULA. Provisions that by their nature should survive will survive, including payment, confidentiality, intellectual property, indemnity, liability, audit, and dispute provisions.

16. License Compliance Audit

Vaidio may verify Customer's license compliance on reasonable prior notice no more than once per year absent reasonable evidence of material noncompliance. An audit will occur during normal business hours, will not unreasonably disrupt Customer's operations, and will be limited to information reasonably necessary to verify licensed quantities, metrics, and use. Customer will reimburse reasonable audit costs only if material under-licensing or other material noncompliance is identified.

17. Export and Trade Compliance

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

18. Assignment

Neither party may assign the Agreement without the other party's prior written consent, not to be unreasonably withheld, except that either party may assign to an Affiliate or in connection with a merger, reorganization, financing, or sale of all or substantially all of the applicable business or assets, provided the assignee assumes the assigning party's obligations. Customer may not assign to a Vaidio competitor without Vaidio's consent.

19. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil disturbance, labor disruption, widespread telecommunications or utility failure, governmental action, or supply-chain disruption. Force majeure does not excuse payment of amounts already due.

20. Notices

Contractual notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, or email to the notice contacts stated in the applicable Order or Commercial Agreement. A notice is effective on confirmed receipt. Routine operational, support, invoice, or product communications may be delivered electronically through the parties' ordinary business channels.

21. Governing Law; Venue

Unless an applicable Order or Commercial Agreement states otherwise, the Agreement is governed by the laws of the State of Connecticut, excluding conflict-of-laws principles. 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.

22. Miscellaneous

The parties are independent contractors. No waiver is effective unless in writing, and 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 remainder will remain in effect. Headings are for convenience only. Electronic signatures and counterparts are effective. The Agreement constitutes the entire agreement on its subject matter and supersedes prior or contemporaneous communications on that subject, except for a signed agreement that expressly survives or controls.