



END USER LICENSE AGREEMENT

Last updated January 2026

This End User License Agreement ("Agreement") is entered into by IronYun Inc. USA dba Vaidio ("Vaidio") and the individual or entity that accesses, installs, registers for, or otherwise uses the Products (defined below) ("Customer" or "you").

BY CLICKING "I AGREE" (OR A SIMILAR BUTTON), OR BY INSTALLING, ACCESSING, REGISTERING FOR, OR USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL, ACCESS, REGISTER FOR, OR USE THE PRODUCTS.

1. Scope and Order of Precedence

This Agreement governs Customer's use of Vaidio's Vaidio® AI Vision software, related firmware (if provided by Vaidio), updates, and any related documentation (collectively, the "Products"). Customer's commercial terms (including fees, subscription term, permitted quantities, and any territorial or use restrictions) are set forth in an applicable order form, quote, statement of work, subscription agreement, or other purchasing documentation accepted by Vaidio (each, an "Order").

If Customer obtains access to the Products through an authorized reseller, managed service provider ("MSP"), integrator, or other channel partner (each, a "Channel Partner"), this Agreement still applies to Customer and any End Users (defined below). Payment and invoicing terms between Customer and any Channel Partner are solely between those parties unless Vaidio expressly agrees otherwise in an Order.

2. Definitions

- "Authorized Users" means Customer's and its Affiliates' employees and contractors who are authorized by Customer to use the Products on Customer's behalf.
- "End User" means any natural person who accesses or uses the Products under Customer's account or license, including Authorized Users and any other persons permitted by Customer to access the Products.
- "Customer Data" means data, content, video, images, and other information submitted to, captured by, processed by, or otherwise used with the Products by or on behalf of Customer or End Users.
- "Documentation" means Vaidio's user manuals, specifications, and other written materials describing the Products provided by Vaidio.
- "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

3. License Grant; No Sale

Subject to Customer's compliance with this Agreement and the applicable Order, Vaidio grants Customer a revocable, limited, non-exclusive, non-transferable, non-sublicensable license during the applicable term to install (if applicable) and use the Products solely for Customer's internal business purposes, and



solely in accordance with the Documentation and the scope of use specified in the Order (including any seat, device, location, feature, use case, and territorial restrictions).

The Products are licensed, not sold. Vaidio and its licensors retain all right, title, and interest in and to the Products, including all intellectual property rights. No rights are granted except as expressly stated in this Agreement.

4. Restrictions

Customer will not, and will not permit any End User or third party to:

- copy, modify, translate, or create derivative works of the Products, except to the limited extent expressly permitted by applicable law notwithstanding this limitation;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organization of the Products;
- circumvent or disable any security, licensing, usage, or technical protection measures in the Products;
- sell, rent, lease, distribute, sublicense, assign, transfer, host, outsource, disclose, or otherwise make the Products available to any third party, except as expressly permitted in an Order or a separate written agreement signed by Vaidio;
- use the Products to violate any law or regulation, including privacy, surveillance, biometric, or data protection laws; or
- use the Products in any manner that interferes with the integrity or performance of the Products or Vaidio's systems (if applicable), or attempts to gain unauthorized access to any service, account, or network.

5. Channel Partners; No Resale or Managed Services Rights

Unless Vaidio expressly grants resale, distribution, or managed services rights in a separate written agreement signed by Vaidio, this Agreement does not grant Customer (or any Channel Partner) any right to:

- resell, distribute, or sublicense the Products to any third party;
- provide the Products as a hosted service, time-sharing service, service bureau, or managed service; or
- represent or bind Vaidio, or modify Vaidio's license terms.

If Customer is a Channel Partner authorized by Vaidio under a separate agreement, Customer must comply with all territorial restrictions and compliance obligations in that agreement and any applicable Orders, including requirements related to (i) customer vetting, (ii) marketing and brand guidelines, and (iii) compliance with export, trade, and local data protection laws in the territories where the Products are sold or deployed.



6. Activation; Term; Updates

Customer may be required to activate the Products as described during setup. Customer may not bypass or circumvent activation. If the Products are licensed on a subscription basis, Customer's rights to use the Products are limited to the subscription term stated in the applicable Order. Upon expiration or termination of the term, some or all functionality may cease.

Vaidio may provide updates, patches, or new versions of the Products. Unless otherwise stated in an Order, updates are provided at Vaidio's discretion and may be subject to additional terms. If an update is designated as replacing a prior version, Customer's continued use of the Products is subject to this Agreement as updated pursuant to Section 19 (Amendments).

7. Installation Limits; Backup Copy

Unless otherwise specified in an Order, the Products may be installed and used only on the number and type of devices specified in the Order. Customer may make a reasonable number of backup copies solely for archival or disaster recovery purposes, provided that such copies include all proprietary notices and are not distributed to third parties.

8. Customer Responsibilities; Compliance; AI/Analytics

Customer is responsible and liable for (a) all use of the Products by Customer, End Users, and any third parties to whom Customer provides access, and (b) all Customer Data submitted to, captured by, or processed using the Products. Customer will ensure that all End Users comply with this Agreement and the Documentation.

Customer is solely responsible for obtaining any required notices, consents, and authorizations to collect, use, store, transmit, and otherwise process Customer Data (including personal data, biometric data, and images/video of individuals) using the Products, and for ensuring that Customer's use of the Products complies with all applicable laws and regulations (including those relating to privacy, surveillance, facial recognition, and workplace monitoring).

Customer acknowledges that the Products may utilize machine learning algorithms to detect and analyze objects (including human faces) and may include face detection and/or facial recognition capabilities. Customer is solely responsible for determining whether and how to enable and use such features, and for validating the accuracy, suitability, and fitness of any analytics or outputs for Customer's use cases. Customer will not rely on the Products for any safety-critical decision-making without appropriate human review and safeguards.

9. Data Processing; Telemetry; Privacy

To the extent Vaidio processes Customer Data on Customer's behalf (for example, where Customer Data is transmitted to Vaidio for support, troubleshooting, or product improvement), Customer appoints Vaidio as a processor/service provider for such processing, and Customer remains the controller/business. The parties may enter into a separate data processing addendum ("DPA") as applicable. To the extent Vaidio processes personal data for its own independent purposes (for example,



account administration, security, fraud prevention, or aggregated analytics), Vaidio will do so as a controller/business and in accordance with its then-current privacy notice.

Customer represents and warrants that Customer has provided all required notices and obtained all required consents for any Customer Data transmitted to Vaidio, including as described above. Customer and End Users consent to Vaidio's use of non-personal, aggregated, and de-identified data derived from the use of the Products to maintain, develop, and improve Vaidio's products and services.

Except as expressly agreed in writing, Vaidio does not intend to collect personal data as a controller through the Products. Where the Products are configured so that personal data is transmitted to Vaidio, Customer is responsible for ensuring that such transmission is lawful and authorized, and Customer will promptly notify Vaidio if Customer becomes aware of any unauthorized transmission.

10. Geographic and Export Restrictions

Customer will comply with all applicable domestic and international export control and trade sanctions laws and regulations that apply to the Products, including restrictions on destinations, end users, and end use. Customer will not use, export, re-export, transfer, or make available the Products in violation of such laws. Any territorial limitations in an Order are part of the scope of the license grant.

11. Security

Customer will use commercially reasonable efforts to safeguard the Products and any license keys, credentials, and access mechanisms. Customer will take reasonable steps to prevent unauthorized access to or use of the Products. Customer acknowledges that the Products contain valuable confidential information and trade secrets, and that unauthorized use or copying is harmful to Vaidio.

12. Audit Rights and Required Records

Upon Vaidio's written request, Customer will certify in a signed writing that Customer's use of the Products is in full compliance with this Agreement and any applicable Order. Vaidio may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Products to confirm compliance. Audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for audit costs only if the audit reveals material non-compliance or unpaid license fees.

To support enforceability of this Agreement, Customer will (a) implement and maintain a clear electronic acceptance process for End Users (e.g., click-through acceptance at installation, registration, or first use), (b) maintain reasonable records evidencing End User acceptance, and (c) provide such records to Vaidio upon reasonable request.

13. Indemnification by Customer

Customer will defend, indemnify, and hold harmless Vaidio and its Affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:



- Customer's or any End User's access to or use of the Products in violation of this Agreement, the Documentation, or applicable law;
- Customer Data (including any claim that Customer Data, or Customer's collection or processing of such data using the Products, violates a third party's rights or applicable law, including privacy, biometric, or data protection laws);
- Customer's or any End User's integration of the Products with non-Vaidio systems, software, firmware, equipment, or technologies, including misconfiguration of third-party equipment;
- Customer's or any End User's failure to implement updates, patches, firmware updates, or other maintenance recommended or provided by Vaidio or required for secure operation; or
- any instructions, configurations, or specifications provided by Customer or a Channel Partner that cause the Products to be used in a manner not contemplated by the Documentation or Order.

14. Limited Warranty; Disclaimer

Trial, beta, evaluation, and free Products (if any) are provided "AS IS" and without warranties of any kind.

For paid Products, Vaidio warrants that, for a period of one (1) year from the date of delivery (or, for subscription Products, from the subscription start date), the Products will perform substantially in accordance with the Documentation when used as authorized in this Agreement and the applicable Order. Vaidio does not warrant that the Products will meet Customer's requirements, or that operation will be error-free or uninterrupted. This warranty does not cover issues caused by Customer, End Users, third-party systems or equipment, network conditions, or events beyond Vaidio's reasonable control.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, VAIDIO DISCLAIMS ALL 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.

15. Limited Remedy

If Vaidio breaches the limited warranty above, Customer's exclusive remedy is repair or replacement of the nonconforming Products, at Vaidio's option. Vaidio may also elect to refund all or a portion of the fees paid for the affected Products (prorated, if applicable) instead of repair or replacement. Prior to any refund, Customer must uninstall and cease use of the affected Products and, if applicable, return the media with proof of purchase.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VAIDIO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VAIDIO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS WILL NOT EXCEED THE AMOUNTS PAID OR



PAYABLE BY CUSTOMER TO VAIDIO UNDER THE APPLICABLE ORDER FOR THE PRODUCTS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS WILL NOT APPLY TO (A) CUSTOMER'S INDEMNIFICATION OBLIGATIONS, (B) CUSTOMER'S BREACH OF SECTION 4 (RESTRICTIONS) OR SECTION 11 (SECURITY), (C) CUSTOMER'S MISUSE OR UNLAWFUL PROCESSING OF PERSONAL DATA OR BIOMETRIC DATA, OR (D) CUSTOMER'S FRAUD OR WILLFUL MISCONDUCT.

17. Term and Termination

This Agreement remains in effect for the term specified in the applicable Order, unless earlier terminated. Vaidio may terminate this Agreement (or any applicable Order) immediately upon written notice if Customer materially breaches this Agreement and fails to cure the breach within thirty (30) days after notice (or immediately if the breach is not curable). Vaidio may also suspend access to the Products if reasonably necessary to address security risks, suspected fraud, or unlawful use.

Upon expiration or termination, Customer will immediately cease all use of the Products, uninstall any software components, and destroy or return all copies (including backups) and Documentation. Sections that by their nature should survive will survive, including Sections 3, 4, 9, 11, 12, 13, 14 (as to disclaimers), 16, 17, and 19.

18. Severability

If any provision of this Agreement is held to be unenforceable or invalid, that provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent, and the remaining provisions will remain in full force and effect.

19. Amendments

Vaidio may modify this Agreement from time to time. If a revision is material, Vaidio will provide at least thirty (30) days' notice prior to new terms taking effect. Customer's continued use of the Products after the effective date of an update constitutes acceptance of the updated Agreement. If Customer does not accept an updated Agreement, Customer must stop using the Products at the end of the then-current term.

20. Governing Law; Venue

The governing law and venue, if any, are as specified in the applicable Order. If an Order does not specify governing law and venue, the parties will confer in good faith to determine an appropriate governing law and venue in a mutually executed amendment.



21. Miscellaneous

- Assignment. Customer may not assign this Agreement or any rights under it without Vaidio's prior written consent. Vaidio may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- Entire Agreement. This Agreement, together with applicable Orders, constitutes the entire agreement between the parties regarding the Products and supersedes all prior or contemporaneous agreements and understandings on the subject matter.
- No Waiver. Failure to enforce any provision will not constitute a waiver.
- Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, or employment relationship.
- Force Majeure. Neither party is liable for delays or failures due to causes beyond its reasonable control.