



R-ZERO'S END USER LICENSE AGREEMENT

This End User License Agreement (this “**EULA**”) is entered into by and between R-Zero Systems, Inc. (“**R-Zero**”) and the customer (“**Customer**”) identified in an agreement executed with R-Zero (the “**Agreement**”) and as of the execution of the Agreement (the “**Effective Date**”). Capitalized terms utilized but not defined in this EULA are defined in the Agreement. BY INSTALLING AND/OR USING THE PRODUCT AND / OR SAAS SERVICES, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, CUSTOMER SHOULD NOT INSTALL AND / OR USE THE PRODUCT AND / OR SAAS SERVICES. Nothing contained in any Order or any other document submitted by Customer shall in any way modify or add to the terms and conditions contained in this EULA. This EULA’s terms and conditions may be updated and modified from time to time and the most recent version of this EULA’s terms and conditions shall govern the relationship between Customer and R-Zero.

1. SaaS Services.

1.1. Grant. Subject to the terms and conditions of this EULA, R-Zero hereby grants Customer a nonexclusive, non-transferable and limited license to (i) run the Software only as embedded into the Hardware; (ii) access and use the softcopy of documents that outline the specifications for the Products as provided by R-Zero to Customer (“**Specification**”), and to permit Users (defined below), to access the SaaS Services under its Account (defined below), (iii) display R-Zero’s trademarks, logos or insignia, service marks, trade names, trade dress, slogans, or other brand features of R-Zero (“**R-Zero Marks**”) solely in the form and format approved by R-Zero and as contained in the Marketing Materials, and (iv) display the Marketing Materials in a form and format approved by R-Zero within Customer’s facilities, each of (i), (ii) and (iii) solely for Customer’s internal business purposes.

1.2. Use of the SaaS Services. Customer will be able to provide access to the SaaS Services for those of its personnel designated by Customer (“**Users**”), not to exceed the number of Users identified on the Order when applicable, to administer and use, respectively, the SaaS Services through a Customer-specific account (“**Account**”). Each User will have and use a unique identifier and access credentials to access the SaaS Services. Customer is solely responsible for maintaining the confidentiality of all Account information (including access credentials) and will be fully liable for any and all activities under its Account, including by any Users or with any User’s access credentials. Customer agrees to keep all Account information up-to-date and to notify R-Zero: (i) immediately of any unauthorized use of its Account or any other breach of security; and (ii) promptly of any User who should no longer have access to the SaaS Services for any reason. Except as required by applicable law, Customer will not permit any third party (other than Users) to access or use the SaaS Services without R-Zero’s prior written consent. Customer acknowledges that R-Zero may, but is under no obligation to, monitor Customer’s use of the SaaS Service, subject to [R-Zero’s Product Privacy Policy](#). R-Zero may suspend Customer’s access to the SaaS Service for any period during which Customer is, or R-Zero has a reasonable basis for alleging Customer is, in noncompliance with the foregoing.

1.3. Restrictions. Except as expressly authorized by this EULA, Customer may not: (i) modify, copy, disclose, alter, translate or create derivative works of any of the Software, Specification, R-Zero Marks, or Marketing Materials; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Products, Specification, R-Zero Marks, or Marketing Materials; (iii) use the Products or allow the transfer, transmission, export or re-export of any of the Products in violation of any export control laws or regulations administered by the U.S. Department of Commerce; (iv) decompile, disassemble, decode, reverse engineer or translate the Software, or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Software, or reduce the



Software by any other means perceivable form to a person; (v) copy, frame or mirror any part or content of the Software; (vi) access the Products in order to (a) build a competitive product or service, or (b) copy any features or functions of the Products; (vii) interfere with or disrupt the integrity or performance of the Software or any third-party data contained therein; (viii) attempt to gain unauthorized access to the Products or their related systems or networks; (ix) disclose to any third party any performance information or analysis relating to the Products; or (x) cause or permit any individual to do any of the foregoing. All goodwill arising out of any use of the R-Zero Marks will inure to the benefit of R-Zero and Customer will not (a) engage, participate or otherwise become involved in any activity that diminishes or tarnishes the image and/or reputation of the R-Zero Marks, (b) adopt, use, or register any words, phrases or symbols that are identical to or confusingly similar to any of the R-Zero Marks within any territory, (c) challenge or assist others to challenge the R-Zero Marks or the registration thereof or attempt to register any trademarks, logos or insignia, service marks, trade names, trade dress, slogans, or other brand features confusingly similar to the R-Zero Marks, or (d) remove, alter or obscure any proprietary notices in or on the Product or Marketing Materials, including copyright notices.

1.4. Ownership. As between the parties and subject to Section 1.1, R-Zero owns all right, title and interest in and to the Software, Specification, R-Zero Marks, and Marketing Materials, together with any and all Intellectual Property Rights (as defined below) embodied therein or related thereto. R-Zero reserves all rights not expressly granted in this EULA, and no licenses are granted by R-Zero to Customer under this EULA, whether by implication, estoppel or otherwise, except as expressly set forth herein. For the purpose of this EULA, “**Intellectual Property Rights**” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing. The Software, Specification, R-Zero Marks, and Marketing Materials are licensed, not sold, to Customer.

1.5. Third-Party Software. R-Zero may make available integrations between the SaaS Services and any third-party software or service with which R-Zero has integrated the SaaS Services to deliver any information and data output from the SaaS Services based on the data transmitted to the SaaS Services from the Hardware (“**Output Data**”) thereto at the request of R-Zero (“**Third-Party Software**”). To the extent R-Zero makes any such integrations available hereunder, R-Zero will use commercially reasonable efforts to deliver Output Data to the applicable Third-Party Software in accordance with the Specification. R-Zero makes no representations, warranties, or covenants and assumes no liability regarding any use or operation of Third-Party Software. Customer may have to enter into separate written agreements with third parties for use of Third-Party Software, and Customer will comply with all such agreements.

1.6. Customer Systems. Unless otherwise set forth in the Order, as between the parties, Customer is solely responsible for (i) wired power necessary for the proper function of the Hardware; and (ii) the network and communications systems and services needed to manage the Output Data and to access and use the SaaS Services.

2. Service Level Agreement. R-Zero will use commercially reasonable efforts to: (i) make the SaaS Services available in accordance with the uptime commitments when set forth in the Agreement; and (ii) provide Customer with technical support with respect to the use of the SaaS Services and function of the Hardware during R-Zero’s ordinary and customary business hours. Customer’s sole and exclusive remedy for any failure to meet such uptime commitments shall be the remedies set forth in the Agreement, if any. The Customer must appoint an individual at each Customer Site (each a “**Customer Representative**”) who will be responsible for troubleshooting any issues requiring support with R-Zero and its representatives throughout the Agreement and technically competent enough to reset the power to Hardware should



they lose connection or replace a battery in the Hardware. R-Zero will have no responsibility for any failure to resolve any issues requiring support to the extent the Customer Representative, or a competent substitute designated by Customer in Customer Representative's absence is not involved in the troubleshooting of such issue with R-Zero. Customer acknowledges and agrees that Hardware moves or changes at the Customer Site may require additional installation, modifications, configuration, and initialization to be performed by R-Zero to ensure the proper function of the SaaS Services for Customer's purposes, which may require the purchase of additional installation under the Agreement, and R-Zero will have no obligation with respect to any resulting improper function of the SaaS Services to the extent any such Material Modification has not been performed by R-Zero or its Authorized Installer.

3. Analytic Data, Feedback and Publicity.

3.1. Analytic Data. Customer acknowledges and agrees that R-Zero may monitor, collect, use, and store anonymous and aggregate statistics regarding use of the SaaS Services and/or any individuals/entities that interact with the SaaS Services (collectively, "**Analytic Data**"). As between the parties, R-Zero owns all right, title, and interest in and to the Analytic Data, together with any and all Intellectual Property Rights embodied in or related to the foregoing.

3.2. Feedback: Any suggestions, comments or other feedback provided by Customer to R-Zero with respect to the Products or R-Zero (collectively, "**Feedback**") will constitute Confidential Information of R-Zero. R-Zero will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

3.3. Publicity. Customer consents to R-Zero's use of Customer's name and logo on the R-Zero website and publicly available printed materials, identifying Customer as a Customer of R-Zero and describing Customer's use of the Products. Further, Customer agrees that R-Zero may issue a press release identifying Customer as a customer of R-Zero; *provided, however*, that the content of any press release identifying Customer will be subject to Customer's prior approval.

4. Privacy and Security.

4.1. Customer Data. The Output Data and the data captured by the Products at the Customer Site that is submitted to the SaaS Services via the Hardware, other than Analytics relating thereto or derived therefrom (the "**Submitted Data**" and, together with the Output Data, the "**Customer Data**"), is, as between R-Zero and Customer, the property of Customer. Customer agrees that R-Zero may access, copy, store, process, distribute, transmit, display, and otherwise use the Customer Data as necessary for purposes of: (i) performing hereunder, including supplying data to Third-Party Software in accordance with the Agreement; (ii) improving and enabling the operation of the SaaS Services and R-Zero's products and services; and (iii) collecting, producing, or deriving Analytic Data. Customer acknowledges and agrees that once R-Zero has provided or disclosed Customer Data to a User and/or a Third-Party Software, R-Zero has no control over the subsequent uses and disclosures that the User and/or Third-Party Software makes of Customer Data. In any event, but especially in cases of potential fraud, misuse or abuse of the SaaS Services, R-Zero reserves the right, in its sole judgment, to revoke, remove, cancel or deny continued access by any User or Third-Party Software to any Customer Data. R-Zero will store and make Customer Data available to Customer during the term of the Agreement and for 2 years thereafter (the "**Data Retention Period**"). After the Data Retention Period, R-Zero shall have no obligation to store or provide access to any Customer Data. R-Zero will: (a) use industry standard measures designed to prevent unauthorized access and use of Customer Data and in its possession; and (b) comply with any data retention, processing, storage, and transmission



obligations agreed to between the parties in the Order (collectively (a) and (b), the “**Data Obligations**”); provided that Customer acknowledges and agrees that the Customer Data will not include any personally identifiable information and should the parties become aware of any personally identifiable information in the Customer Data, they shall take commercially reasonable efforts to remove such information and prevent the collection of such information or enter into any necessary terms or agreements with respect to the processing, transmission, handling, and storage of such information. R-Zero will maintain personal data pertaining to users in accordance with [R-Zero’s Product Privacy Policy](#), as may be updated by R-Zero from time to time in its sole discretion. To the extent any Data Obligations expressly conflict with or otherwise restrict any rights granted to R-Zero with respect to Customer Data hereunder, the Data Obligations shall control. Customer represents and warrants to R-Zero that it has all necessary rights and authorizations to permit the access, transfer, collection, processing, distribution and use of Customer Data in accordance with the Agreement.

4.2. Personal Information. R-Zero collects and processes personal information, as defined and in accordance with [R-Zero’s Product Privacy Policy](#), which is incorporated into this EULA. R-Zero takes reasonable efforts to protect your personal information related to your use of Products.

5. Warranty Disclaimer. R-ZERO DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS EULA, THE SAAS SERVICES, THE SPECIFICATION, THE R-ZERO MARKS, AND THE MARKETING MATERIALS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH R-ZERO KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS EULA, R-ZERO AND ITS SUPPLIERS PROVIDE THE SAAS SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. R-ZERO DOES NOT WARRANT THAT ANY OF THE SAAS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

6. Infringement Indemnification.

6.1. Indemnification. R-Zero, at its sole expense, will defend Customer from and against any and all third-party claims, suits, actions or proceedings (each a “**Claim**”) and will indemnify Customer from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by R-Zero resulting from any Products (solely in the form delivered to Customer) infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section, R-Zero may, at R-Zero’s option and at R-Zero’s expense: (i) obtain for Customer the right to continue to exercise the license granted to Customer under this EULA; (ii) substitute the Product for an equivalent non-infringing product; (iii) modify the Product to make it non-infringing; or (iv) terminate this EULA. Upon a termination of this EULA pursuant to the terms and conditions of the Agreement, Customer must cease using the applicable Product. R-Zero’s indemnification obligations hereunder do not extend to Claims arising from or relating to: (a) any negligence or willful misconduct of Customer or any third party; (b) any use of the Products by any party other than R-Zero in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (c) any modification to



the Products by any party other than R-Zero where the infringement would not have occurred but for such modification; (d) the use of the Products by any party other than R-Zero in a manner contrary to the terms of this EULA where the infringement would not have occurred but for such use; or (e) the continued use of the Products after R-Zero has provided substantially equivalent non-infringing product/software.

6.2. Procedures. R-Zero's indemnification obligations under this Section are conditioned upon Customer (i) giving prompt written notice of the Claim to R-Zero once Customer becomes aware of the Claim, (ii) granting R-Zero the option to take sole control of the defense (including granting R-Zero the right to select and use counsel of its own choosing) and settlement of the Claim (except that Customer's prior written approval will be required for any settlement can be reasonably expected to require an affirmative obligation of Customer), and (iii) providing reasonable cooperation to R-Zero and, at R-Zero's request and expense, assistance in the defense or settlement of the Claim.

7. Limitation of Liability. IN NO EVENT WILL R-ZERO'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS EULA EXCEED THE FEES PAID BY CUSTOMER TO R-ZERO DURING THE INITIAL TERM OR APPLICABLE RENEWAL TERM WITHIN WHICH THE DAMAGES AROSE. IN NO EVENT WILL R-ZERO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS EULA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF R-ZERO HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS EULA IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. R-ZERO'S VALUE ADDED RESELLERS. R-Zero's value added resellers and third-party channel partners do not have the right to make modifications to this EULA or to make any additional representations, commitments, or warranties binding on R-Zero.

9. FEDERAL GOVERNMENT CUSTOMERS. If Customer is a U.S. Federal Government agency, Customer hereby acknowledges and agree that the Software constitutes "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the Software and Specification by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this EULA. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or this EULA are deemed not applicable, Customer hereby acknowledge that the Government's right to use, duplicate, or disclose the Software and Specification are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable.

10. Notices. Any notice or communication required or permitted to be given hereunder must be in writing, signed or authorized by the party giving notice and may be delivered by hand, deposited with an overnight courier, sent by confirmed email or confirmed facsimile, or mailed by registered or certified mail (return receipt requested, postage prepaid), in each case to the address of the receiving party as identified in the Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered.

11. Force Majeure. R-Zero will not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire,



storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by R-Zero to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

12. Export Restriction. Customer agrees that it will not export, re-export, or import the Products in any form without the appropriate government licenses. Customer understands that under no circumstances may the Products be exported to: (i) any country subject to U.S. embargo, (ii) U.S.-designated denied persons or prohibited entities, or (iii) U.S. specially designated nationals.

13. Governing Law. This EULA will be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without resort to its conflict of law provisions.