

ENTERPRISE END USER AGREEMENT (“Agreement”)

Amended Nov 15, 2025

IMPORTANT – ALL USE OF THE SOFTWARE, SOFTWARE ACCESSORIES, DATA AND SERVICES PROVIDED OR DESCRIBED UNDER THIS AGREEMENT IS GOVERNED BY, AND SUBJECT TO, THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INDICATING YOU AGREE TO THESE TERMS, OR BY INSTALLING AND/OR USING THE SOFTWARE AND/OR SOFTWARE ACCESSORIES (INCLUDING CONTINUED USE FOLLOWING AN UPDATE OR AN UPGRADE), YOU, OR THE COMPANY YOU REPRESENT (“CUSTOMER”) ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CUSTOMER SHOULD NOT INDICATE IT AGREES TO THESE TERMS AND CUSTOMER WILL NOT HAVE ANY LICENSE TO, OR RIGHT TO USE, ANY PART OF THE SOFTWARE OR TECHNOLOGY. ACEXR LLC’s (“ACE”) ACCEPTANCE IS EXPRESSLY CONDITIONED UPON CUSTOMER’S ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY ACE, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND ACE AND YOU SHOULD PRINT AND KEEP A COPY OF IT.

The Ace Virtual Shooting simulator is a work of fiction intended for entertainment purposes only. Ace seeks to help users enjoy the simulation of shooting sports. The Ace platform does not involve the use of actual firearms or ammunition. Ace works with experts in the shooting sports to develop virtual reality skins, handset accessories and other features and functionality in order to provide the most realistic simulator experience possible. Resemblance in the Ace platform to physical firearms and shooting paraphernalia is for cosmetic simulation enhancement only. Any inclusion of realistic looking physical handsets or virtual gun skins is solely to enhance the immersive experience of the simulator and does not reflect the values or objectives of the developers or publishers. The Ace platform is not intended, and should not be taken, as an endorsement of firearms or the firearms industry nor as an encouragement or recommendation that users purchase or use firearms.

The simulator is intended for mature audiences, and we strongly encourage responsible practices. We do not condone the unlawful use of violence or harmful behavior of any kind, and we urge all users to understand the clear distinction between simulation scenarios and real-world actions. Users of the Ace platform acknowledge that the purchase and use of firearms is governed by local, state, and federal laws. It is the responsibility of each user to familiarize themselves with and adhere to all applicable laws regarding firearms in their jurisdiction.

The creators and operators of the Ace platform disclaim any liability for actions taken by users in relation to firearms, and users agree to use the platform at their own risk. By utilizing the Ace platform, users affirm their understanding of this disclaimer and accept their responsibility to comply with all relevant laws and legal regulations. For concerns about gun safety or violence prevention, please consult resources from reputable organizations dedicated to public safety and education.

1. DEFINITIONS.

1.1. **“Authorized Users”** means those users who are employees of Customer and who are given access to the System by Customer and are entitled to use the System in accordance with this Agreement and all applicable documentation.

1.2. **“Confidential Information”** means: (a) the Software, Technology and Performance Data; and (b) any business or technical information of ACE or Customer, including but not limited to any information relating to ACE’s or Customer’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

1.3. **“Intellectual Property Rights”** means patent rights (including patent applications and disclosures), copyrights, trademark rights, trade secret rights, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.4. **“Performance Data”** means data, video, images and other materials included in or created by the System or provided by ACE for use in the System.

1.5. **“Quotation”** or **“Quote”** means the quote generated by ACE in response to Customer's indication of interest in the System and associated maintenance and support services. Quotes may be generated in the form of the checkout page of ACE's or its reseller's e-commerce website on which the System is acquired or may be prepared individually for a particular Customer by either ACE or an authorized reseller of ACE. The Quotation will contain particulars with respect to the Software, Software Accessories, services, term, price, shipping fees, taxes and other details. All Quotations are subject to and governed by the terms and conditions of this Agreement unless otherwise specifically agreed in writing by the parties.

1.6. **“Software”** means ACE's proprietary software products (whether downloadable or non-downloadable (i.e. cloud-based or firmware or such) software) in object code form only, and related documentation, identified in the applicable Quotation and licensed for use by Customer pursuant to this Agreement, including any error corrections and updates thereto provided by ACE to Customer under this Agreement.

1.7. **“System”** means the combination of Software, Software Accessories, Performance Data, services and support used by Customer during the Subscription.

2. SUBSCRIPTION.

2.1. *Description.* ACE offers, on a subscription basis, a suite of software, software accessories and support services to its customers (the **“Subscription”**). Customer selects the parameters of its System and Subscription online and is presented its final choices in the Quote, at which time Customer is given the opportunity to accept this Agreement.

2.2. *Accessories.* The System contains accessories to be used in conjunction with the Software (**“Software Accessories”**), the design, functionality, features, trade secrets, Confidential Information and proprietary rights (the **“Technology”**) of which are proprietary to ACE and its suppliers and are protected by the laws of the United States and international treaties. Notwithstanding transfer of title and risk of loss to any Software Accessory, if any, the Technology is licensed to Customer and not sold, and ACE and its suppliers retain all right, title and interest in and to the Technology and all accompanying Intellectual Property Rights. The foregoing license permits Customer to use Software Accessories solely in conjunction with, and to the extent necessary to, make use of the System and for no other purpose. Customer is granted no interest in, other than a license to use, the Technology and use of Software Accessories is subject to the terms and conditions of this Agreement. Customer agrees that it will not, and will not allow others to, reverse engineer, disassemble or otherwise attempt to discover the Technology, except to the extent expressly permitted by applicable law. Customer is granted no rights to make a derivative work, improvement, or other modification to Software Accessories nor to connect Software Accessories to any other system or use Software Accessories for any purpose other than with the ACE System. If Software Accessories are acquired from ACE, they will be shipped from the applicable ACE facility FCA (Incoterms 2010) and title to and risk of loss in the Software Accessory transfers to Customer upon ACE's delivery to the common carrier. Notwithstanding the foregoing, if Software Accessories are included in the Subscription rather than being paid for separately by Customer, then title will not transfer to Customer and ACE will retain a security interest in such Software Accessories. Notwithstanding anything to the contrary in this Agreement or otherwise, title to Software Accessories will not pass to Customer unless and until ACE has received all amounts payable for the Initial Term of the Subscription.

2.3. *Software.* Subject to all the terms and conditions of this Agreement, ACE hereby grants Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Software included with or used by the System only for, and to the extent necessary for, Customer's and its Authorized Users' personal, internal use of the System and only in accordance with any documentation that accompanies it. Customer is also granted a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Performance Data to the extent necessary to make use of the System. Except as expressly and unambiguously permitted by this Agreement, Customer shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify, or distribute the Software; or (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software

(except where the foregoing is required by applicable local law, and then only to the extent so permitted). Customer shall maintain and not remove or obscure any copyright or other proprietary notices on the Software. As between the parties, title, ownership rights, and intellectual property rights in and to the Software, and any copies or portions thereof, shall remain in ACE and its suppliers. Customer understands that ACE may modify or discontinue offering the System, or any component thereof, at any time. The Software is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Customer any rights not expressly granted herein.

2.4. *Usage Limitations.* Customer's use of the System, and any component thereof, may be subject to usage limitations and other restrictions as described in the applicable Quotation (e.g., number of users, accounts, etc.) Exceeding such usage limitations or restrictions may result in additional charges for which ACE will invoice Customer in accordance with this Agreement. Failure to pay such additional charges may result in termination of Customer's Subscription.

2.5. *Maintenance and Support Services.* As part of the Subscription, ACE will maintain and support the System in accordance with ACE's standard maintenance and support procedures, incorporated into this Agreement by reference. Adaptors needed to use the System with different third party VR systems is not included in the Subscription and may need to be purchased separately.

2.6. *Virtual Items.* Customer may have the ability to purchase digital content, virtual items and/or in-app currency ("**In-App Purchases**") through the Subscription. Except as specifically described in this Agreement, ACE has no responsibility for any transactions Customer enters into with a third party for third party content or In-App Purchases and assumes no liability for third party content or Third Party In-App Purchases that occur within third party content. In-App Purchases are payments for a limited, non-assignable license to access and use the applicable content or functionality in the Subscription. Virtual items or in-game currency purchased or available to Customer in the Subscription can only be used in connection with the Subscription. These items are not redeemable or subject to refund and cannot be traded outside of the Subscription for money or other items for value. ACE may modify or discontinue virtual items or in-game currency at any time.

2.7. *VR System.* A virtual reality ("**VR**") system is required to use the System. Unless otherwise stated in the applicable Quote, Customer is solely responsible for acquiring and maintaining the VR system, and all accompanying hardware, software and accessories. ACE has no liability with respect to the VR system. All use thereof is in accordance with, and subject to, the third party's terms and conditions. Customer will read and follow all safety guidelines provided by the manufacturer of the VR system and will constantly monitor and supervise all use of the VR system to ensure the Authorized User and bystanders are safe and secure.

2.8. *Third Parties.* From time to time, ACE may introduce third parties to Customer, including without limitation during promotions, give aways, cross service activities, etc. ACE makes no warranty or guarantees with respect to the services provided by such third parties and has no responsibility for any transaction Customer enters into with such third party.

3. CUSTOMER OBLIGATIONS.

3.1. *Safety.* Customer is solely responsible for the safety of Authorized Users during their use of the System and for the safety of those in the proximity of an Authorized User using the System. The System involves the use of a device that resembles a firearm, which may include a handgun, a rifle, a shotgun, or other firearm designs. These devices have been designed in accordance with international standards to prevent misidentification with a real firearm. Customer must never modify the device in any way, including without limitation to paint it or to remove features that help to prevent confusion such as the colored barrel tip, or use it in such a way that it could be construed as Customer brandishing a firearm. The device is not a firearm and does not incorporate any actual firearm parts. Customer is solely responsible for all use of the device and should exercise caution when using and transporting the device, particularly in sensitive areas such as airports, train stations, government buildings, sporting events, etc. ACE accepts no liability for any confusion caused because of Customer's use or possession of the device in any of these or similar circumstances. Customer will constantly monitor and supervise all use of the System to ensure the Authorized User and bystanders are safe and secure.

3.2. *Certification.* At ACE's written request and not more frequently than annually, Customer shall furnish ACE with a signed certification verifying that the System is being used in compliance with the terms and conditions of this Agreement, including without limitation any applicable usage limitations. Except where prohibited by applicable law and subject to all applicable confidentiality, classification and other restrictions (e.g., FCI, CUI, etc.), ACE shall have the right to periodically audit Customer's usage of the System, either physically or via remote access, and Customer shall provide reasonable assistance during any such audit.

3.3. *Cooperation and Data.* Customer acknowledges that in order to properly perform its obligations under this Agreement, ACE may require remote access to Customer's equipment, network, and other information, data and/or documentation ("**Data**") that ACE reasonably requests from Customer. If Customer fails in the timely provision of Data, or fails to provide other access or cooperation, and such failures require additions, corrections or modifications related to ACE's performance, Customer will reimburse ACE for resulting costs.

3.4. *Data Privacy.* Customer's and its Authorized Users' use of the System may result in the collection and storage of personal information, including but not limited to video and images uploaded by Customer, Authorized Users and others. Customer is solely responsible for compliance with all laws and regulations related to its collection, use, storage, processing and disclosure of such personal information, including without limitation HIPAA, COPA, GDPR and CCPA. Customer hereby acknowledges and agrees that it will obtain all permissions and releases necessary to permit Customer to upload, use and share any still or video images obtained by Customer. ACE's data collection, storage and use policies are set forth in its Privacy Policy. The System supports rankings and features such as leaderboards where Authorized Users are able to compare themselves against other users. In order to take advantage of these features, Authorized Users' username and scores will be collected and displayed by the System. ACE products and services may provide groupings in which users can participate with other users in a similar demographic (which may include age, gender, location, firearm preference, etc.). Customer must provide the information necessary to join such a group, and Customer will always be able to exit any such group and contact ACE to have the applicable information deleted. ACE will use information solely to enable users to participate in such groupings. ACE has the right to use all data collected by the System for the purpose of improving the System and Customer hereby consents to such use.

3.5. *Resale.* Unless expressly permitted by ACE in writing, Customer may not and will not (i) lend, lease or resell the System, or any part thereof, to any third party; or (ii) create an account for use of the System by anyone other than an Authorized User. Customer will not take any steps which circumvent the restrictions contained in the Section 3.5 or this Agreement. Any violation of this Section 3.5 is deemed a material breach of this Agreement and will result in the immediate termination of all rights in the System and other rights and licenses granted to Customer hereunder.

4. OWNERSHIP.

ACE and its suppliers presently own and will continue to own all worldwide right, title, and interest in and to the Software, Technology and Performance Data, including without limitation all modifications, revisions and derivative works thereto, by whomever made, and all worldwide Intellectual Property Rights therein. Customer will not delete nor in any manner alter the copyright, trademark, and other proprietary rights notices of ACE or its suppliers appearing on the Software or Technology as delivered to Customer.

5. PAYMENT.

5.1. *Subscription Fees.* Customer will pay to ACE the subscription fees and other charges set forth in the Quotation in accordance with the payment schedule set forth therein. If the Quotation does not include a payment schedule, then payment of subscription fees is due annually, in advance without invoice. Customer hereby authorizes ACE to charge Subscription Fees and other charges due under this Agreement to the credit card provided to ACE during the checkout process or send an invoice to the appropriate purchasing or program manager contact at Customer. ACE shall have the right to revise the subscription fees at the end of the applicable Subscription term. No change in subscription fees shall affect Customer's current subscription for which Customer has already paid subscription fees. Subscription fees are non-cancelable and non-refundable.

5.2. *Maintenance and Support Fees.* Maintenance and support services fees for the Software are included in the applicable Subscription Fees.

5.3. *Multi-Year Licenses.* Customer acknowledges that multi-year licenses have been negotiated based on preferential pricing for a multiple year commitment, including discounted upfront pricing for Software Accessories. If a multi-year license is terminated early for any reason other than ACE's uncured breach, all unpaid license fees for the remaining years of the license term shall immediately become due and payable.

5.4. *Payment Terms and Taxes.* Customer will pay all amounts due under this Agreement in United States dollars and no later than thirty (30) days from the due date. All past due amounts will incur interest at a rate equal to the lower of 1.5% per month or the highest rate permitted by law, beginning as of ten (10) days after the applicable due date. Customer will be responsible for, and will promptly pay, all applicable taxes of any kind (including but not limited to sales and use taxes) associated with this Agreement or Customer's receipt or use of the System or the performance of services hereunder, except for example, taxes based on ACE's net income. Termination or expiration of this Agreement, or any statement of work, shall not relieve Customer of any payment obligation incurred prior to such termination or expiration.

6. WARRANTY.

6.1. *Limited Software Warranty.* ACE warrants that, for a period of ninety (90) days after delivery of the applicable Software, the Software will function substantially in accordance with ACE's published documentation. Customer must notify ACE of any breach of the foregoing warranty no later than thirty (30) days following completion of the 90-day warranty period. As Customer's sole and exclusive remedy and ACE's entire liability for any breach of the foregoing warranty, ACE will, at its sole option and expense, promptly repair or replace any Software that fails to meet this limited warranty.

6.2. Software Accessory Warranty.

6.2.1. ACE warrants that, for a period of two (2) years after delivery (the "**Warranty Period**") that all ACE-manufactured Software Accessories will function substantially in accordance with its published specifications and will be free from material defects. ACE will repair or replace any ACE-manufactured Software Accessories returned to ACE during the Warranty Period in accordance with ACE's return policies and procedures. Reasonable wear and tear is not covered by this warranty, nor is damage from abuse, neglect or misuse, as determined in ACE's sole discretion. Some ACE manufactured Software Accessories contain metal parts that are sensitive to harsh environments such as salt water, humidity, sand and extreme temperatures, and Customer must ensure such Software Accessories are not subject to prolonged exposure to such environments.

6.2.2. For Software Accessories manufactured by a third party ACE hereby disclaims all warranties, express or implied, related to all such third party Software Accessories provided as part of the System. ACE will use commercially reasonable efforts to pass through to Customer all applicable warranties. It is Customer's responsibility to address any warranty issues directly with the manufacturer.

6.3. *Third Party Components.* ACE may provide third party Performance Data, audio and visual materials to Customer as part of the Subscription. ACE makes no warranties with respect to such third party components.

6.4. *Disclaimer of Warranties.* THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND ACE HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF ACCURACY, MERCHANTABILITY/SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ACE DOES NOT WARRANT OR GUARANTEE THAT THE SYSTEM, OR ANY COMPONENT THEREOF, WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE, WORK PRODUCT OR ANY SERVICES WILL MEET CUSTOMER'S NEEDS. FURTHER, ACE MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND ACCEPTS NO LIABILITY FOR ANY FAILURE OR FAULT, OR ANY RESULTING HARM OR DAMAGE, RESULTING FROM CUSTOMER'S FAILURE TO PROPERLY IMPLEMENT OR OPERATE THE SYSTEM, INCLUDING WITHOUT LIMITATION FAILURE OF

CUSTOMER'S HARDWARE, SOFTWARE OR NETWORK ON WHICH THE SYSTEM OPERATES OR TO WHICH IT CONNECTS OR FAULTS OR FAILURES OF THIRD PARTY HARDWARE, SOFTWARE OR OTHER COMPONENTS NOR RESULTING FROM CUSTOMER'S FAILURE TO IMPLEMENT ADVICE PROVIDED BY ACE AS PART OF ITS SUPPORT AND MAINTENANCE SERVICES.

6.5. *Customer Warranties.* Customer here by represents and warrants that it is responsible for all use of the System by Customer and Authorized Users. Customer will ensure all Authorized Users have received proper training in use of the System and that appropriate warnings and safety precautions are used and provided to Authorized Users, particularly with respect to the handgun device provided as part of the System and will ensure the device is not modified in any way that would make it resemble a real firearm (e.g., by painting it, removing the orange barrel tip or otherwise). The System includes virtual equipment which may cause Authorized Users to become disoriented and may also inhibit Authorized Users knowledge and understanding of their surroundings. Customer will ensure the environment where the System is used is free from obstruction and that Authorized Users and any spectators are always supervised. Customer accepts all liability for its and its Authorized Users use of the System and any harm, damage or liability that arises as a result. Customer is solely responsible for ensuring that all applicable laws and regulations are complied with in the acquisition and use of any audio, video or images by Customer or from any third party. Unless a Software Accessory is purchased by Customer, Customer is responsible for damage to the Software Accessory, reasonable wear and tear excepted and will compensate ACE for any such damage. ACE hereby disclaims, and Customer shall indemnify, defend and hold ACE harmless, from any claims, losses, liability or actions from Authorized Users or others resulting from Customer's or any third party's use of the System or as a result of Customer's breach of the foregoing warranties.

7. CONFIDENTIALITY.

7.1. *Use and Disclosure Restrictions.* During the term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will use the other party's Confidential Information only as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

7.2. *Exclusions.* The use and disclosure restrictions set forth above shall not apply to information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

8. LIMITATION OF LIABILITY.

8.1. *Total Liability.* ACE'S CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED A SUM EQUAL TO 125% OF THE AMOUNTS PAID TO ACE BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE CLAIM FOR THE SOFTWARE, SOFTWARE ACCESSORY OR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION OR CLAIM.

8.2. *Exclusion of Damages.* NEITHER PARTY SHALL IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY THE OTHER (OR ANY PERSON CLAIMING UNDER OR THROUGH THE SAME), WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, WHICH FALL WITHIN ANY OF THE FOLLOWING CATEGORIES: SPECIAL DAMAGE; LOSS OF PROFITS; LOSS OF DATA; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS OPPORTUNITY AND MANAGEMENT TIME; LOSS

OF GOODWILL; OR COST OF PROCUREMENT OF ALTERNATIVE PRODUCTS OR SERVICES AND WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND WHETHER OR NOT ACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3. *Exclusions.* The limitations of liability and exclusion of damages set forth in this Section shall not apply to (i) breach of Sections 2 or 7, (ii) for fraud or fraudulent misrepresentation, (iii) a party's indemnification obligations hereunder, or (iv) amounts payable hereunder.

8.4. *Basis of Bargain.* The parties expressly acknowledge and agree that ACE has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between ACE and Customer.

9. TERM AND TERMINATION.

9.1. *Term.* This Agreement will begin on the date Customer accepts this Agreement and will remain in effect thereafter unless terminated earlier in accordance with the terms of this Agreement. Subscription licenses begin on the date set forth in the applicable Quotation and remain in effect for an initial term of one (1) year, or such other term as specified in the Quotation ("**Initial Term**"), unless terminated earlier in accordance with the terms of this Agreement. Following the Initial Term, subscription licenses automatically renew for additional one year terms at ACE's then-current annual fee (which will be automatically charged to the credit card provided by Customer if applicable), or by invoice delivered to Customer's designated purchasing and/or program manager contact, or such other renewal terms as specified in the Quotation (each a "**Renewal Term**" and the Initial Term and each Renewal Term collectively the "**Term**"). Either party may terminate a Subscription at any time; provided, however, that early termination by Customer of the Subscription shall not release Customer from its obligation to pay for the Subscription for the entire Term, and Customer hereby gives ACE the authorization to continue to bill any credit card or other payment mechanism for the remainder of the Term. Customer is entitled to terminate its subscription at any time, subject to this Section 9.1, and upon termination Customer's access to its Subscription will immediately cease, even if the Subscription Term has not expired.

9.2. *Maintenance and Support Services.* Unless otherwise stated in the applicable Quotation, maintenance and support services are included in the subscription and commence and terminate on the same dates as the Subscription except that ACE reserves the right to suspend and/or terminate maintenance and support services if Customer fails to implement advice received from ACE as part of the maintenance and support services.

9.3. *Termination.* Each party will have the right to terminate this Agreement or any license granted hereunder if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

9.4. *Automatic Termination.* This Agreement will terminate automatically if Customer: (a) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

9.5. *Community Standards.* ACE is committed to providing a fun, safe and inclusive environment. Customer's Subscription may be limited and/or terminated by ACE if ACE determines, in its sole discretion, that Customer or any Authorized User has breached ACE's community standards such as by using profanity, inappropriate language, acting in an abusive, harassing or bullying manner or otherwise engaging in behavior ACE determines to be detrimental to the community. No refunds will be provided for termination as a result of the foregoing actions by Customer.

9.6. *Effect of Termination.* Upon any termination of this Agreement or of any individual license granted hereunder, Customer will: (i) promptly pay all outstanding amounts owing to ACE (including all amounts due for the remainder of the Term if termination was not in accordance with Sections 9.3 or 9.4); and (ii) immediately cease all use of the applicable System or System components and will promptly return to ACE

all ACE Confidential Information then in Customer's possession, and all copies and portions thereof, in all forms and types of media, and provide ACE with an officer's written certification, certifying to Customer's compliance with the foregoing. If the Subscription is terminated prior to completion of the Initial Term of the Subscription and/or ACE has not received all amounts due and payable during such Initial Term, then Customer shall return all Software Accessories upon any such termination. ACE shall have the right to repossess all applicable Software Accessories in accordance with applicable law.

9.7. *Nonexclusive Remedy.* Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

9.8. *Survival.* All terms and conditions of this Agreement which, by their terms or their nature, should survive termination or expiration of this Agreement shall so survive.

10. GENERAL.

10.1. *Assignment.* Customer will have no right to assign this Agreement, in whole or in part, by operation of law or otherwise, without ACE's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

10.2. *Governing Law and Jurisdiction.* This Agreement shall be governed by and construed under the laws of the State of Nevada and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in Washoe, Nevada. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Nevada state or U.S. federal law. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

10.3. *Government Customers.* If Customer is an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software and Software Accessories are commercial computer software and accessories and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto.

10.4. *Privacy.* Customer will comply with all applicable laws and regulations with respect to the collection, processing, use and transfer of data, including without limitation the GDPR, and will defend, indemnify and hold ACE harmless from any claim against ACE as a result of Customer's use of the System to the extent it relates to any such law or regulation.

10.5. *Severability.* If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

10.6. *Waiver.* The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.7. *Notices.* All notices required or permitted under this Agreement will be in writing and delivered by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the other party's registered office address or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

10.8. *Relationship of Parties.* The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency

between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.9. *Announcements.* Customer agrees that ACE may publicly announce and list Customer as a customer of ACE.

10.10. *Non-Solicitation.* Customer acknowledges that ACE has expended substantial time and money in the selection and training of its employees. Accordingly, Customer will not, directly or through an intermediary, solicit, utilize or employ any employees of ACE during or for a period of one (1) year following the termination of this Agreement. In the event Customer employs an employee of ACE during the term of this Agreement or during the one year period after termination thereof, Customer shall pay, as liquidated damages to ACE, an amount equal to one (1) year's salary of such hired employee (at the payment rate at the time of the employee's termination of employment with ACE) plus any incentive bonuses paid by ACE to the subject employee in the twelve (12) months preceding the subject employee's termination of employment with ACE.

10.11. *Drafting.* All parties and their counsel have had an opportunity to review and contribute to the drafting of this Agreement, and the rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement shall be construed as drafted by both parties.

10.12. *Entire Agreement.* This Agreement, including all schedules, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and, other than the terms and special terms set forth in applicable Quotations, supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Except for Quotations no terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. These terms and conditions may be updated by ACE upon written notice to Customer. Continued use of the System following notice of an update to these terms and conditions signifies Customer's acceptance of the updated terms and conditions.

US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and AceXR, LLC ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment



Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights

Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation

If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall assist Vertosoft in obtaining any required licenses or authorizations and shall indemnify Vertosoft against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.



12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

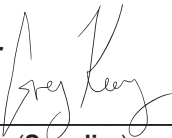
Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

Supplier



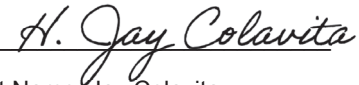
Signature (**Supplier**)

Print Name: Greg Keeney

Title: VP of Enterprise Sales

Date: 10/23/25

Vertosoft LLC

By: 

Print Name: Jay Colavita

Print Name: Jay Colavita

Title: President

Date: