

TERMS OF USE

These Terms of Use (these “**Terms of Use**”) govern Customer’s rights to access and use the City Detect software-as-a-service platform (along with all related updates, upgrades, Analytical Data, AI Output (as defined below), Raw Data, Documentation (each as defined below), any hardware devices identified in the applicable Order Form (each a “**Device**”), related services, and new service offerings provided by City Detect to Customer under the Agreement (collectively, the “**Product**”) on a subscription basis. By executing the Platform Access and Services Agreement (the “**Agreement**”), Customer is and shall be bound by the Agreement and these Terms of Use. These Terms of Use are effective as of the Effective Date set forth in the Agreement. Customer acknowledges and agrees that the Product is protected by copyright laws and international copyright treaties, as well as other Intellectual Property Rights laws and treaties. As used in these Terms of Use, “Intellectual Property Rights” means any and all patents, copyrights, trademarks, trade secrets, and any and all other intellectual or proprietary rights recognized in any jurisdiction. Capitalized terms used in these Terms of Use, but not otherwise defined herein, shall have the meaning ascribed thereto as set forth in the Agreement.

1. **Product Access**

1.1 Provision of the Product. Subject to and conditioned on Customer’s payment of applicable fees and compliance with the Agreement and these Terms of Use, City Detect agrees to provide Customer with access to the Product on a subscription basis for a set term as set forth on the applicable Order Form (the “**Contract Term**”).

1.2 Accounts. In order to access and use certain features of the Product, Customer must register for an account (an “**Account**”). Use of and access to the Product, in whole or in part, is permitted to only those persons designated by Customer pursuant to these Terms of Use (“**End Users**”). If Customer is given passwords to access the Product, Customer shall require that all End Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer is responsible for maintaining the confidentiality of its Account login information and is fully responsible for the acts and omissions of any person who accesses the Customer’s Account (even if Customer did not authorize such use).

1.3 Account Access. Customer may permit its agents, independent contractors and consultants who are not competitors of City Detect (collectively, “**Contractors**”) to serve as End Users, *provided*, that (a) Customer remains responsible for all acts and omissions of each such Contractor, (b) any such use of the Product by such Contractor is for the sole benefit of Customer, and (c) such Contractor or executes City Detect’s End User Terms of Use.

1.4 General Restrictions. Except as set forth herein, Customer shall not: (a) rent, lease, copy, download, provide access to or sublicense the Product (including but not limited to software, Devices, Analytical Data, Reports, or Raw Data, each as defined herein) to a third party or use the Product to provide a service to a third-party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the Product, (c) modify the Product, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Product (including on any reports or data printed from the Product), (e) incorporate the Product into any other offering (whether software as a service or otherwise), (f) use the Product, Analytical Data, Raw Data, or a Report (as defined below) to build an application or product that is competitive with any City Detect product or service or to train any artificial intelligence or machine learning models, or (g) publicly disseminate information or analysis regarding the performance of the Product.

1.5 Legal Advice. Customer agrees not to construe any content or materials listed on the Product as legal advice. The Product and content made available through the Product are intended to be used by the Customer for informational purposes. City Detect shall have no liability for any legal or other decisions made based upon Customer’s or an End User’s use of the Product.

1.6 Export. The Product may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from City Detect, or any products utilizing such data, in violation of the United States export laws or regulations.

1.7 Security and Privacy. City Detect will use commercially reasonable efforts to (a) implement and maintain appropriate administrative, technical and physical safeguards designed to protect the confidentiality, integrity, and

availability of Customer Data (as defined below) and personal data collected, used, disclosed and processed (as applicable) by City Detect, in accordance City Detect's Privacy Policy, as applicable, which is available at <https://app.citydetect.com/privacy-policy>, as it shall be updated from time to time; (b) comply with applicable laws, rules, regulations, and industry standards by which it is bound in connection with this Agreement; and (c) maintain the systems and processes described in City Detect's most recent SOC 2 audit. In the event of a breach in security involving unauthorized acquisition of Customer Data ("**Security Breach**"), City Detect shall take commercially reasonable efforts to notify the Customer within 48 hours of discovery of such Security Breach and promptly provide a written report. This report shall include, to the extent known: (1) nature and scope of the Security Breach; (2) categories of Customer Data affected; (3) actions taken to mitigate damage; and (4) corrective measures to prevent recurrence. To the extent required of City Detect by applicable law, City Detect shall bear all notification and remediation costs in the event of a Security Breach, including credit monitoring for affected individuals. City Detect shall (i) conduct a thorough investigation of any Security Breach, (ii) provide findings of such investigation to Customer, and (iii) provide all reasonable cooperation to Customer in connection with the Security Breach. If City Detect receives a request related to Customer Data, City Detect will, to the extent legally permissible, take commercially reasonable efforts to notify Customer of such request within 48 hours.

1.8 Hosting Services. City Detect will provide the hosting services for the Product (the "**Hosting Services**") through third-party hosting facilities (such as Amazon Web Services or similar) and may update the content, functionality and user interface of such Hosting Services from time to time in its sole discretion. City Detect further agrees that the Hosting Services shall store Customer Data, and all processing of Customer Data by artificial intelligence systems shall take place, only in the United States, unless Customer agrees otherwise in writing.

1.9 Hosting Service Access. In order to use the Product, Customer must have or obtain access to the internet. Customer agrees that City Detect is not providing Customer with access to the internet in order to use the Product and that Customer is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. City Detect does not and cannot control the flow of data to or from City Detect's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). City Detect agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, City Detect cannot guarantee that such events will not occur. Accordingly, City Detect disclaims any and all liability resulting from or related to such events.

1.10 Lease of Devices. The parties intend that the lease of any Devices under the Agreement shall constitute a true lease under applicable law. City Detect has title to the Devices at all times. Customer acquires no ownership, title, property right, equity, or interest in the Devices other than its leasehold interest solely as lessee subject to these Terms of Use.

1.11 Installation; Risk of Loss. City Detect will arrange for shipment and installation of the Devices, either by City Detect or by third-party service providers. City Detect is not liable for any delays in shipments, deliveries, or installations. After receipt and installation by City Detect, Customer shall bear all risk of theft, taking, confiscation, or requisition, partial or complete, of or to such Devices. Customer shall notify City Detect in writing within 30 days of any such loss.

2. DATA OWNERSHIP

2.1 Use of Customer Data. Customer represents and warrants to City Detect that Customer has sufficient rights in the Customer Data to authorize City Detect to process, distribute, and display the Customer Data as contemplated by these Terms of Use and the functionality of the Product, and that the Customer Data does not infringe the rights of any third party. Customer is solely responsible for the accuracy, content and legality of all Customer Data and Raw Data captured by End Users through Devices, as well as for ensuring that each End User complies with these Terms of Use. In connection with Customer's use of the Product, certain features may permit Customer to interact or share Customer Data with third-party websites or services. If Customer chooses to transmit Customer Data or provide any other information to such third parties, Customer agrees to be bound by any applicable third-party terms of use, and City Detect accepts no responsibility or liability for any such third-party services. "**Customer Data**" means any information or other data of any type which is provided by Customer or its End Users to City Detect in connection with the Product, including but not limited to preferences, case status, notes, and summaries; provided,

however, that Customer Data does not include Analytical Data or Raw Data (each as defined below) or any other information reflecting the access or use of the Product by or on behalf of the Customer or any End User.

2.2 License to Customer Data and Creation of Analytical Data. Customer hereby grants to City Detect a non-exclusive, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to use, display, modify, copy, translate, transcribe, reproduce, distribute, create derivative works, and process Customer Data solely for the purposes of providing the Product to Customer. Notwithstanding the foregoing, Customer further grants to City Detect a limited, non-exclusive, fully paid-up, royalty-free, non-transferable and non-sublicensable (except as expressly provided for herein), worldwide right and license to create Analytical Data (as defined below) derived from Customer Data; provided that, except as otherwise set forth herein or disclosures or sublicenses to service providers as necessary to create and process such Analytical Data, City Detect shall not disclose any Analytical Data that can specifically identify Customer or its End Users. “**Analytical Data**” means output that is generated through the Product using artificial intelligence (“**AI Output**”) and the data and information submitted or produced by Customer or its End Users related to the interpretation, understanding, and refinement of Raw Data and AI Output. City Detect shall not use Customer Data for any purpose outside the scope of the Agreement or as otherwise permitted by the Privacy Policy, including but not limited to use for advertising, data mining, or unrelated commercial purposes; provided, however, the foregoing does not restrict City Detect’s rights in and to Analytical Data and Raw Data (as defined below) provided for in this Agreement.

2.3 Transition Period. Subject to the terms of this Agreement, including but not limited to the restrictions set forth in Sections 1.4 and 4, City Detect grants Customer a limited right to download standard reports generated by the Product (each, a “**Report**”) and any Customer Data during the Contract Term and, except if terminated by City Detect pursuant to Section 6.2, for a period of up to 90 days’ following termination of the Agreement, for use in connection with Customer’s business and operations. Notwithstanding the foregoing, Customer shall not disclose any Report, including any derivatives thereof, to any third-party data company or any City Detect competitor. For the avoidance of doubt and except as set forth in this Section 2.3, (a) Customer is not permitted to export or otherwise disclose any other data from the Product, including but not limited to Analytical Data or Raw Data, in any manner and (b) any additional custom reporting requested by Customer shall be set forth on an Order Form and subject to the terms and fees contained therein. Upon City Detect’s request, Customer shall cause any service providers to whom it has disclosed a Report to irretrievably delete and fully destroy such Report and any derivatives thereof. Customer shall be fully liable for any damages arising out of any disclosure under this Section 2.3.

3. OWNERSHIP

3.1 Ownership. Except for the limited license granted herein or as otherwise set forth in the Agreement, as between the parties hereto, Customer shall retain all right, title and interest in and to Customer Data. One feature of the Product is that it collects Raw Data. Customer acknowledges and agrees that (a) the Product collects Raw Data, (b) Customer is obtaining only a limited right to access and use the Product, and that irrespective of any use of the words “purchase,” “sale,” or like terms hereunder no ownership rights are being conveyed, assigned, or transferred to Customer under the Agreement or these Terms of Use or otherwise, and (c) City Detect, its licensors, or its suppliers retain all right, title, and interest (including all Intellectual Property Rights) in and to (1) the Product, (2) all audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices or otherwise provided by City Detect in connection with the Product (“**Raw Data**”), (3) all user documentation for the Product provided by City Detect to Customer under these Terms of Use that describes the requirements, integration, operation, support, or maintenance of the Product (“**Documentation**”), (4) any Implementation Services (as defined below) deliverables, (5) Feedback, and (6) Analytical Data (including AI Output). In the event any intellectual property rights in and to any of the foregoing, including but not limited to rights in and to any Analytical Data or Raw Data, do not vest in City Detect upon creation and subject to the restrictions on disclosure in Section 2.2 above, Customer hereby unconditionally and irrevocably assigns to City Detect all right, title, and interest in and to all any intellectual property rights described by this Section 3.1.

3.2 Definitions:

- **Product:** software as a service platform (along with all related updates, upgrades, Content (as defined elsewhere), Documentation (as defined below), Technology (as defined below), any hardware device(s), and associated web applications (along with all related Content, updates,

upgrades, documentation, related services, devices, and new service offerings being referred to collectively as the “Product”)

- **Customer Data:** Any information or other data of any type provided by the customer or its End Users to City Detect in connection with the Product, including preferences, case status, notes, and summaries. However, Customer Data does not include Analytical Data or Raw Data or any other information reflecting the access or use of the Product.
- **Raw Data:** All audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices or otherwise provided by City Detect in connection with the Product. For the avoidance of doubt, certain elements of Raw Data will be converted into Report Data when uploaded to the web application.
- **Analytical Data:** Output that is generated through the Product using artificial intelligence (“AI Output”) and the data and information submitted or produced by Customer or its End Users related to the interpretation, understanding, and refinement of Raw Data and AI Output. For the avoidance of doubt, certain elements of Analytical Data will ultimately be converted into Report Data when uploaded to the web application.
- **Reports:** Standard reports generated by the Product. These reports are found in various places throughout the web application, and that location may change from time to time. For the avoidance of doubt, Reports include detections and supporting images that are uploaded to the web application in its various modules.

4. ACCEPTABLE USE POLICY

4.1 Customer hereby agrees to the following terms that constitute City Detect’s “Acceptable Use Policy”:

(a) Customer agrees not to use the Product to collect, upload, transmit, display, or distribute any Customer Data, Feedback, or Raw Data (i) that violates any third-party rights, including any privacy right, right of publicity, or any Intellectual Property Rights; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; or (iii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, Customer agrees not to: (i) upload, transmit, or distribute to or through the Product any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Product unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Product to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Product, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Product (or to other computer systems or networks connected to or used together with the Product), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Product; (vii) represent that AI Output is human-generated when it is not; or (viii) use software or automated agents or scripts to produce multiple accounts on the Product, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Product..

(c) Customer further acknowledges and agrees that (i) Customer will not include any unnecessary or deceptive Customer Data in connection with its use of the Product (including in an attempt to steer the Product to generate inaccurate results); (ii) due to the nature of artificial intelligence and machine learning, use of the Product may in some situations result in incorrect or inaccurate AI Output, including but not limited to Reports (as defined below) and Analytical Data; (iii) Customer must verify the accuracy and appropriateness of any AI Output before relying on any such AI Output; (iv) relying upon any AI Output without first verifying accuracy with a qualified human could cause harm, including but not limited to legal, financial, and physical harm; and (v) Customer has no rights to any information, including AI Output, that is generated from the Product by or for other City Detect users, regardless of any level of similarity to AI Output provided to Customer. City Detect cannot control, and has no duty to take any

action, regarding how Customer may interpret, rely on, or use any AI Output or what actions Customer may take as a result of having been exposed to AI Output, and Customer hereby releases City Detect from all liability for Customer having acquired or not acquired AI Output through the Product.

(d) City Detect reserves the right to take appropriate action against the Customer in City Detect's sole discretion if the Customer violates this Acceptable Use Policy or any other provision of these Terms of Use or otherwise create liability for City Detect or any other person. Such action may include terminating Customer's Account and/or reporting Customer to law enforcement authorities.

5. FEES & PAYMENT

5.1 All fees owing by Customer to City Detect are set forth in the applicable Order Form(s) then in force and are due within 30 days of receipt of the applicable invoice. Except to the extent Customer is a governmental entity, fees are subject to periodic increases after the initial Contract Term and become effective beginning on the first day of each applicable renewal term; *provided*, that City Detect will notify Customer in writing of any such increase prior to its effectiveness. If Customer objects to the increase, then Customer may terminate the Agreement effective on expiration of the then current Contract Term. Customer acknowledges that the expiration of any discount or incentive programs to which Customer was previously entitled shall not constitute a fee increase or otherwise require notice thereof. Any late payments shall be subject to a service charge equal to 1% per month of the amount due or the maximum amount allowed by law, whichever is less.

6. TERM AND TERMINATION

6.1 Term. The Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Contract Term, subject to any option or renewal periods as set forth in the applicable Order Form(s) as then in force.

6.2 Termination for Cause. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of these Terms of Use (including a failure to pay fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter).

6.3 Termination for Non-Appropriation. Customer may terminate this Agreement if Customer fails to appropriate funds for the next fiscal year, if required by applicable law. To terminate for non-appropriation, Customer must provide written notice of cancellation at least 30 days ahead of such termination, provided termination is after the completion of the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.4 Effect of Termination. Upon any termination of the Agreement, Customer shall immediately cease any and all use of and access to the Product and delete (or, at City Detect's request, return) any and all copies of the Documentation, any City Detect passwords or access codes and any other City Detect Confidential Information in its possession. Customer acknowledges that following termination: (a) Customer and its End Users must immediately cease all use of the Product, even if Company's access is not immediately severed; (b) Customer must instruct all End Users to cease using the Product, and it shall be responsible for any and all use following the termination; (c) City Detect shall terminate Company and End User access to the Product and any Customer Data input into the Product; (d) leased Devices shall be uninstalled and returned to City Detect by City Detect or its designee (i) at City Detect's expense, if terminated by Customer pursuant to Section 6.2 or by City Detect pursuant to Section 6.3, or (ii) at Customer's sole expense, if terminated by City Detect pursuant to Section 6.2 or if terminated by Customer pursuant to section 6.3, and if terminated by City Detect pursuant to Section 6.2, City Detect may take possession of, or render unusable, the Product and any Device wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Customer for any damages occasioned by such action.

6.5 Survival. The following Sections of these Terms of Use shall survive any expiration or termination of the Agreement: 1.4 (General Restrictions), 1.5 (Legal Advice) 1.6 (Export), 2.2 (License to Customer Data and Creation of Analytical Data), 3 (Ownership), 5 (Fees and Payment), 6 (Term and Termination), 7.5 (Warranty Disclaimer), 9

(Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information), and 12 (General Terms).

7. LIMITED WARRANTIES

7.1 Limited Warranties. City Detect warrants, for Customer's benefit only, that during the Contract Term, the Product and Devices will operate in substantial conformity with the Documentation as provided by City Detect (the "**Product Warranty**"). City Detect's sole and exclusive liability, and Customer's sole and exclusive remedy, for any breach of this Product Warranty shall be, in City Detect's sole discretion and at no charge to Customer, (a) in the case of software included in the Product, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects or avoids the reported non-conformity so that the Product meets the Product Warranty, or (b) in the case of Devices, to repair or replace the defective device. If City Detect determines in its sole discretion that the foregoing remedies to bring the Product into conformity with the Product Warranty are impracticable, impossible, or not commercially reasonable, then City Detect may terminate the Agreement and these Terms of Use upon written notice of such termination from City Detect to Customer.

7.2 Warranty Limitations. The limited warranty set forth in Section 7.1 shall not apply: (a) unless Customer makes a claim in writing to City Detect notifying it of a breach of the Product Warranty within 30 days of the date on which the condition giving rise to the breach of the Product Warranty claim first arose, (b) if the Customer is in breach of the Agreement, these Terms of Use, or is using the Product not in compliance with the Documentation, (c) if the error or event that caused the breach of the Product Warranty was caused by misuse, misapplication, negligence, unauthorized use or modifications, any third-party hardware or software, equipment, products, services, or processes, (d) if the error or event that caused the breach of the Product Warranty was caused by a lack or loss of network or internet connectivity, (e) to any Product provided to Customer on a no-charge, evaluation, or beta test basis, (f) if, in the case of a Device, (i) Customer or an End User made any further use of such Device after Customer provided the claim in subsection (a) above, (ii) the defect arose because Customer or an End User failed to adhere to the Documentation as to the storage, installation, use, or maintenance of the Device, (iii) Customer alters or repairs such Device without City Detect's prior written consent, or (g) the damage, malfunction, or defect of a Device is caused by a vehicular accident or impact, misuse, neglect, improper installation by Customer, repairs by unauthorized third parties, or any other circumstance beyond ordinary wear, tear, or exposure to the elements.

7.3 Availability. City Detect shall use commercially reasonable efforts to ensure that Customer may access and use the Product, except in the event that: (a) City Detect's provision of the Product to Customer or any End User is prohibited by applicable law; (b) any third-party services required for Product are interrupted; (c) if the Product is being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on the Product or any other City Detect intellectual property by a third party; or (e) scheduled or emergency maintenance (each of (a) through (e), a "**Service Interruption**"). In the event of a Service Interruption, City Detect will use commercially reasonable efforts to provide notification and updates to Customer, and to resume providing access to the Product as soon as reasonably possible after the event giving rise to the Service Interruption is cured. City Detect will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any End User may incur as a result of a Service Interruption. If the Service Interruption is not caused by the Customer's direct actions or by actions of parties associated with the Customer, the duration of the Service Interruption will extend the time of the Term by the length of the Service Interruption for free (for any Service Interruption lasting at least twenty-four (24) consecutive hours). E.g. Customer will receive a credit for 3 additional days at the end of the Term if they suffered a Service Interruption lasting 3 consecutive days.

7.4 Replacement. If there is a malfunction or failure of any Devices or City Detect's software (each, a "**Defect**"), Customer must notify City Detect either through the web application or by emailing Customer's City Detect project manager. Upon receiving notice of a Defect, City Detect will use commercially reasonable efforts to repair or replace the defective Device or software at no extra cost to the Customer. City Detect categorizes issues as follows: **Level 1 Issues** are issues that Customer can resolve in under 15 minutes with City Detect's remote guidance and without replacing any Device or software; and **Level 2 Issues** are issues take longer than 15 minutes to resolve, and City Detect will either repair or replace the defective Device or software. The Company will inspect or test the Defect within 10 business days of receiving notice from the Customer. If a repair or replacement is necessary, it will be completed within 15 business days of receiving notice. The Company reserves the sole discretion to determine whether to repair or replace the defective Device or software.

7.5 A Device Damage and Replacement Responsibility. City Detect shall bear the cost of repairing or replacing any Data Collection Unit that becomes nonfunctional during the Term due to normal operation, ordinary wear and tear, or internal malfunction. In the event that a DCU stops functioning, City Detect shall promptly repair or replace the Unit at no additional cost to the City. City Detect shall not be responsible for repair or replacement costs arising from intentional damage, vehicular accidents, or misuse by City personnel. In such cases. The City shall be responsible for associated costs of repair or replacement. Such costs of replacement are outlined as follows: (1) camera lens TWO THOUSAND SEVEN HUNDRED USD (\$2,700); (2) replacement wiring harness FIVE HUNDRED SIXTY USD(\$560); (3) technician travel to site ONE THOUSAND ONE HUNDRED USD (\$1,100).

7.6 Warranty Disclaimer. EXCEPT FOR THE LIMITED PRODUCT WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, THE PRODUCT, AI OUTPUT, HOSTED SERVICES, AND ALL OTHER SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER. EXCEPT FOR THE LIMITED PRODUCT WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, NEITHER CITY DETECT NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CITY DETECT DOES NOT WARRANT THAT THE PRODUCT OR AI OUTPUT WILL MEET CUSTOMER’S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AND FURTHER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, VALIDITY, RELIABILITY, AVAILABILITY, OR COMPLETENESS OF ANY INFORMATION, INCLUDING BUT NOT LIMITED TO ANY AI OUTPUT. IN NO EVENT SHALL CITY DETECT OR ANY OF ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR ANY OTHER ERRORS OR PROBLEMS INHERENT IN THE INTERNET OR ANY OTHER ELECTRONIC COMMUNICATIONS OR SYSTEMS. NONE OF CITY DETECT, ITS AFFILIATES, LICENSORS, OR SUPPLIERS IS A LAW FIRM AND DO NOT PROVIDE ANY LEGAL ADVICE FOR OR IN CONNECTION WITH THE PRODUCT OR UNDER OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS OF USE, AND NO LEGAL ADVICE IS BEING PROVIDED FOR OR THROUGH CUSTOMER’S ACCESS TO OR USE OF THE PRODUCT OR ANY PROFESSIONAL SERVICES OR UNDER OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS OF USE.

8. ADDITIONAL SERVICES

8.1 Implementation Services. Any services provided by City Detect to Customer for the installation and implementation of City Detect Software and Devices (“**Implementation Services**”) will be set forth in an Order Form or a separate statement of work issued by City Detect, to be signed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Customer shall provide such information as City Detect shall reasonably request in order to carry out the Implementation Services in a timely manner and ensure that such information is complete and accurate in all material respects. Customer shall (a) cooperate with City Detect in all matters relating to the Implementation Services and (b) appoint an employee to serve as the primary contact with respect to the Agreement who will have the authority to act on behalf of Customer with respect to the Implementation Services.

8.2 Support. City Detect shall provide chat, phone, or email support (at City Detect’s sole discretion) to Customer from 9AM to 7PM Central Time, Monday through to Friday, business days. City Detect shall use commercially reasonable efforts to respond to support requests within one business day and shall address (internally and externally) such support requests in a commercially reasonable manner. Support shall include, without limitation, troubleshooting system functionality, providing guidance on usage and workflow, and identifying and escalating issues which City Detect prioritizes, in its sole and absolute discretion, based on severity, scope and impact. City Detect may from time to time offer personalized services at an additional cost. For the avoidance of doubt, these offerings would be negotiated on a separate order form. City Detect shall have no obligation to provide any custom code development, API scripting, or contractual engineering services for Customer.

9. LIMITATION OF REMEDIES AND DAMAGES

9.1 EXCEPT FOR BREACHES OF SECTION 11 (CONFIDENTIAL INFORMATION) AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, IN NO EVENT SHALL CITY DETECT

BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY FREE TRIAL, EVALUATION, OR BETA TEST OF THE PRODUCT, CITY DETECT'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES IN RELATION THERETO WILL IN NO EVENT EXCEED \$250 USD, REGARDLESS OF ANY THEORY OF LIABILITY, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT OR THESE TERMS OF USE TO THE CONTRARY.

10. INDEMNIFICATION

10.1 City Detect Indemnification. Subject to Section 10.3, City Detect shall defend and indemnify Customer from and against any third party claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with such third party allegations that Customer's use of the Product in accordance with the Agreement, these Terms of Use, and the Documentation infringes or misappropriates any Intellectual Property Rights of such third party (other than any such allegations arising from or in connection with any information or images that may be observable from publicly-accessible pavements, roads, parking lots, or similar areas). If Customer's access to or use of the Product is, or in City Detect's opinion is likely to be, subject to a claim of infringement, or if required by settlement, City Detect may, in its sole discretion: (i) substitute similar products or services to the Product subject to such claim of infringement; (ii) modify the Product subject to such claim so as to avoid such claim of infringement; (iii) procure for Customer the right to continue using the Product; or (iv) if options (i), (ii), and (iii) above are commercially unreasonable or impracticable as determined by City Detect in its sole discretion, then City Detect may terminate the Agreement and these Terms of Use upon written notice thereof to the Customer and thereafter refund to Customer the fees paid by Customer to City Detect for the portion of the Contract Term which was paid by Customer but not rendered by City Detect. The foregoing defend and indemnification obligations of City Detect shall not apply if any such claim of infringement arises from or is in connection with: (1) any modification of the Product other than by City Detect; (2) any combination of the Product with any other software, hardware, equipment, products, services, or processes; (3) any use of the Product in a manner other than as expressly permitted in the Agreement, these Terms of Use, and the Documentation; or (4) any Customer Data or any third-party data, software, hardware, equipment, products, services, or processes contained within or included with the Product. This Section 10.1 sets forth City Detect's sole and exclusive liability and Customer's sole and exclusive remedy with respect to any claim of Intellectual Property Rights infringement or misappropriation by or in connection with the Product.

10.2 Customer Indemnification. Subject to Section 10.3, and to the extent permissible by law, Customer shall defend, indemnify, and hold harmless City Detect, its Affiliates, and its and their licensors, suppliers, affiliates, officers, directors, employees, and agents, from and against any and all third party claims, causes of action, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) (including attorneys' fees and costs) arising out of or in connection with: (a) any action taken (or not taken) by Customer, an End User, or first responders (including fire, paramedic, police, or similar personnel or agencies) based upon access to or use of the Product or its output, including but not limited to AI Output; (b) any Customer Data; (c) any service or product offered, provided, accessed, or used by Customer in connection with or related to the Product; (d) any violation by Customer of Customer's representations and warranties in these Terms of Use; (e) any action taken (or not taken) by an End User; and (f) any breach by Customer or any End User of the Agreement, these Terms of Use, or the Documentation.

10.3 Procedure. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith (provided that failure to provide such notice shall only relieve provide such notice shall only relieve the indemnifying party of its indemnity obligations if it is materially prejudiced by such failure), and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed,

conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

11. CONFIDENTIAL INFORMATION

11.1 Each party hereto acknowledges and agrees that all Software, code, inventions, know-how, business, technical and financial information it obtains or receives (“**Receiving Party**”) from the disclosing party (“**Disclosing Party**”) under or in connection with the Agreement or these Terms of Use constitutes the confidential information of the Disclosing Party (“**Confidential Information**”), *provided*, that it is labeled or marked as confidential, or identified, declared, or designated as confidential at the time of disclosure, or should be reasonably known or understood by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding its disclosure. Except for the rights granted to Customer herein and to the extent containing Customer Data, the Product, Analytical Data, Raw Data and AI Output are deemed to be the Confidential Information of City Detect without any requirement of any labeling, marking, identification, declaration, or designation as confidential. Customer Data shall be deemed to be the Confidential Information of Customer without any requirement of any labeling, marking, identification, declaration, or designation as confidential, subject to the terms of Section 2 above. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. The Receiving Party’s nondisclosure obligations in this Section 11 shall not apply to information to the extent which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information from the Disclosing Party; (b) is or has become public knowledge through no fault of the Receiving Party or its breach of this Section 11; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation or this Section 11; or (d) is independently developed by employees of the Receiving Party who had no access or reference to Confidential Information of the Disclosing Party. If the Receiving Party is required to disclose any Confidential Information of the Disclosing Party pursuant to [a local version of an open records request law or act] to an order of a court or governmental entity of competent jurisdiction, then the Receiving Party shall give advance written notice of such order or request to the Disclosing Party (to the extent not prohibited by such order) and afford the Disclosing Party an opportunity to secure, at the Disclosing Party’s expense, a limiting, restrictive, or other remedy regarding such required disclosure. If the Disclosing Party is unable to secure such a limiting, restrictive, or other remedy regarding such Confidential Information of the Disclosing Party, then the Receiving Party shall disclose only that portion of such Confidential Information of the Disclosing Party that the Receiving Party is required to disclose pursuant to such order. The Receiving Party acknowledges and agrees that any disclosure of any Confidential Information of the Disclosing Party in breach of this Section 11 may cause substantial harm to the Disclosing Party for which damages alone may not be a sufficient remedy for the Disclosing Party, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable (including injunctive) relief in addition to any other remedies it may be entitled to seek under the Agreement, these Terms of Use, at law, or in equity.

12. GENERAL TERMS

12.1 General Representations and Warranties. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

12.2 Assignment. The Agreement and these Terms of Use will bind and inure to the benefit of each party’s permitted successors and assigns. Neither party may assign the Agreement or these Terms of Use unless upon the advance written consent of the other party, provided, that City Detect may, without the prior written consent of Customer, assign the Agreement to an Affiliate or in connection with a merger, reorganization, acquisition, change of control, sale, or other transfer of all or substantially all of City Detect’s assets, business, or voting securities. City Detect shall provide Customer with written notice of any such assignment within thirty (30) days after the consummation of any such assignment.

12.3 Severability. If any provision of these Terms of Use shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that such provision and these Terms of Use shall otherwise remain in effect.

12.4 Governing Law; Jurisdiction and Venue. The Agreement and these Terms of Use shall be governed by the laws of the state in which the Customer is headquartered and the applicable laws of the United States, without regard to any conflicts or choice of laws, rules, or provisions thereof. The exclusive jurisdiction and venue for any legal actions or proceedings between the parties hereto under or in connection with the Agreement or these Terms of Use shall be the state and federal courts located in the county and state where the Customer is headquartered, and both parties hereto hereby submit to the personal jurisdiction of such courts and hereby waive and agree not to raise any objection that such courts represent an inconvenient forum.

12.5 Attorneys' Fees and Costs. The prevailing party in any action to enforce the Agreement or these Terms of Use will be entitled to recover its attorneys' fees and costs in connection with such action.

12.6 Notice. Any notice or communication required or permitted under these Terms of Use shall be in writing to the parties at their respective addresses of record or at such other address as may be given in writing by either party to the other in accordance with this Section 12.6 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (d) if given by email, the day such email is sent or, if sent after 5:00 PM Central Time, the first business day after such notice is sent.

- (a) If to City Detect: Gavin Baum-Blake, 3723 Greenville Ave Unit 41011, Dallas, TX 75206; Email Address: gavin@citydetect.com
- (b) If to Customer: to the locations or channels as annotated in the Order Form

12.7 Amendments; Waivers. Except as otherwise set forth in applicable Order Forms, no supplement, modification, or amendment of the Agreement or these Terms of Use shall be binding, unless executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms of Use, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede these Terms of Use, and any such document relating to these Terms of Use shall be for administrative purposes only and shall have no legal effect.

12.8 Third Party Beneficiaries. Except as expressly set forth in these Terms of Use, no provisions of these Terms of Use are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

12.9 Feedback. If Customer or its End Users provide City Detect with any feedback, questions, or suggestions regarding the Product ("**Feedback**"), Customer and its End Users hereby assign to City Detect all rights in such Feedback and agrees that City Detect shall own and have the right to use and fully exploit such Feedback and related information in any manner City Detect deems appropriate. Any Feedback provided by Customer or any End User will be non-confidential and non-proprietary to Customer or any End User.

12.10 Messaging. From time to time, Customer or its End Users may provide contact information to City Detect to facilitate the functions of the Product. Customer acknowledges and consents, on behalf of each End User, to City Detect's use of text and other messaging and communications to End Users for the purposes disclosed to Customer and/or its End User, as applicable, at the time of collection.

12.11 Entire Agreement. These Terms of Use, along with the Agreement and related appendices and addendums, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of these Terms of Use. Customer acknowledges that the Product is an on-line, subscription-based product, and that in order to provide improved customer experience City Detect may make changes to the Product. All exhibits and addendums related to these Terms of Use are a part of these Terms of Use.

12.12 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement or these Terms of Use (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as an act of God, a strike, blockade, war, act of terrorism, riot, pandemics, quarantines, natural disaster, failure or diminishment of power or telecommunications or data networks or services, data service failures, or refusal of a license by a government agency.

12.13 Independent Contractors. The parties to the Agreement agree that City Detect is an independent contractor. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and meeting all other legal requirements.

12.14 Compliance with Laws. City Detect in providing its services and its products shall comply with all federal, state, and local laws.



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and **City Detect Inc.** ("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).

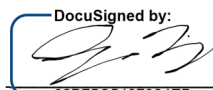
15. No Privity of Contract

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

DocuSigned by:

02B75C5487324EB...
Signature (Supplier)
Print Name: Gavin Baum-Blake
Title: CEO & Co-Founder
Date: 2/11/2026

Vertosoft LLC

Signed by:

B65871DC292A47C...
Print Name: Jay Colavita
Title: President
Date: 2/11/2026