

END-USER SERVICES AGREEMENT

This End User Services Agreement is entered into between [End User name] having its principal office at [] (“XXX” or “End User”) and Kudelski Security, Inc., having its registered office at 5090 N. 40th Street, Suite 450 Phoenix, AZ 85018 (“Kudelski”), and applies to the use by End User of Kudelski’s Services (as defined in Article 1 below) which are identified in an Order and/or Statement of Work (“SOW”), to the extent that End User has purchased, accessed or used such Services. This Agreement governs End User’s rights to access or use the Services. By placing [an] Order(s) and signing this Agreement, End User accepts the terms of this Agreement, which will be deemed a binding contract between End User and Kudelski. If End User does not agree to or cannot comply with the terms of this Agreement, then End User will not be authorized to access or use the Services.

As of the date of signature below, End User has purchased certain Services under [an] Order(s) placed with [reseller]. Kudelski will provide End User with the applicable SOW and Service Descriptions (if applicable) for such managed security and/or advisory services that correspond with the Order(s), which shall be governed by this Agreement upon execution of the SOW by Kudelski and End User. The SOW will not include pricing, which shall be determined in the Order(s).

1. Definitions

“**Affiliates**” means any legal entity that a party controls, that controls a party, or with which it is under common control with a party. Control is deemed to exist when a person or entity has the right to exercise 50% or more of the voting rights of the relevant Affiliate.

“**Agreement**” means this End User Services Agreement, including any applicable Exhibits or Annexes.

“**End User**” means [] that places an Order with an authorized reseller for the Services under the Agreement.

“**Documentation**” means Kudelski’s then-current end-user technical documentation, specifications and other technical information made available to End User.

“**Force Majeure Event**” means any circumstance which is unavoidable and beyond the reasonable control of the party affected to the extent it causes such party to be unable to comply with any or all of its obligations under the Agreement. Such circumstances may include but are not limited to natural disasters of overwhelming proportions, acts or threats of terrorism, acts of war, hostilities (whether war be declared or not), carrier delays, strikes, inability to obtain labor or materials, embargo or other governmental restrictions or intervention, public disorder, epidemics or pandemics, discontinuity of internet or other distribution network access or other similar events (and in the case of accidental destruction of substantial goods at Kudelski’s premises, disruption to Kudelski’s delivery process, or any of the foregoing occurring to Kudelski’s suppliers, subcontractors and/or agents), but in any case excluding the inability by a party to meet its payment obligations.

“**Intellectual Property Rights or IPR**” means patent rights, design rights, rights in the topography of semiconductors, trademarks, copyrights, database rights, rights in computer programs, rights to inventions, know-how, trade secrets, any and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of, whether or not registered and including any applications for registrations, and any right related to such IPR including but not limited to the rights of reproduction, representation, translation, use, secondary use, adaptation for the entire world and for the duration of time these rights are protected.

“**Order**” means a quotation or proposal or other ordering document provided to End User by a reseller, which may include the relevant Service Descriptions (if applicable), commercial terms and subscription/order term.

“**Order Term**” means the period of time set forth in the applicable Order during which the Services and SaaS-based solutions can be accessed and used by End User, or the Services may be performed.

“**Personal Data**” means any information provided by End User to Kudelski or collected by Kudelski from End User when performing the Services relating to an identified or identifiable person.

“**Services**” means advisory, professional, managed security services, SaaS-based solutions or other ancillary services to be provided by Kudelski for End User as specified in an Order and/or SOW.

“**Tools**” means proprietary or licensed software, software-as-a-service, hardware application programming interface (API), infrastructure tenants, End User portal, user IDs, tokens, passwords, other computer tools, and the associated documentation and materials (“**Documentation**”) that Kudelski uses to perform the Services.

2. Services

2.1. **Access and Use Rights.** Subject to the terms and conditions of this Agreement (including, Kudelski’s receipt of applicable fees), Kudelski grants to End User, during the Order Term, a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services and deliverables for End User’s and its Affiliates’ own internal security purposes. The Services being purchased or subscribed shall be specified in an SOW, which incorporates this Agreement by reference and becomes effective on the date stated therein. The Services are detailed in Service Descriptions attached to the associated Order or SOW, if applicable. Terms and conditions contained in any purchase order or similar document provided by End User, including but not limited to pre-printed terms thereon and terms that are inconsistent, add to or conflict with this Agreement and/or an Order shall be null and void and of no legal force or effect.

2.2. **Kudelski Equipment.** If Kudelski provides some equipment to End User pursuant to performing the Services (“**Kudelski Equipment**”), the license set forth below “Kudelski Tools” applies to such equipment. End User shall be responsible for keeping such equipment under safe custody and shall keep the equipment in an appropriate environment as instructed by Kudelski. Upon termination or expiration of the Agreement, End User shall return such equipment to Kudelski in good functioning order except for wear and tear, damage and/or deterioration due to reasonable use.

2.3. **Kudelski Tools.** If End User is required to set up an account for the use of the Tools, End User must (1) provide accurate and complete information during initial account setup process; and (2) keep account login details always secure. Kudelski or its licensors retain all right, title, and interest (including all intellectual property rights) in and to the Tools. Subject to the terms and conditions of this Agreement, Kudelski grants to End User a limited, non-exclusive, non-transferable, non-sublicensable license during the term of the Order to access and use the Tools for its own internal security purposes. End User shall not directly or indirectly (a) sublicense, sell, rent, lease, redistribute, loan, assign or otherwise transfer the Tools to any unaffiliated third party except as expressly permitted in this Agreement or applicable Order, (b) reverse engineer, decompile, decrypt, disassemble, disable the Tools or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any Tools or portion thereof, (c) copy, reproduce, modify, translate, distribute, or create derivative works of all or any part of the Tools, (d) remove, alter, or obscure any proprietary notice, labels or marks on the Tools, (e) deploy or use the Tools on a stand-alone basis or for any purposes other than as a component to be managed by Kudelski under this Agreement, (f) use the Tools for any illegal, unauthorized or other improper purposes. In addition to the foregoing, for Managed Detection and Response (“**MDR**”) Services, End

User shall not directly or indirectly (i) access or use Kudelski's hosted infrastructure or related data, systems, or networks (collectively, "**MDR Services infrastructure**") that interface with the MDR offering for purposes of monitoring the availability, performance or functionality of the MDR Services infrastructure or MDR Services offering or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services or disclosing such results to third parties, (ii) interfere with or disrupt the integrity or performance of any MDR infrastructure, (iii) use the MDR Services in a manner that knowingly violates or infringes any third party rights, including, but not limited to, privacy, publicity, or intellectual property rights; (vi) systematically and on a large scale store or process in the MDR Services any personal health information, credit card data, personal financial data or other sensitive regulated data; or (v) attempt to gain unauthorized access to any MDR Service infrastructure, including exceeding the subscribed quantities, users, or other entitlement measures of the MDR Services as set forth in this Agreement or applicable SOW. Upon termination or expiration of the Agreement and unless agreed otherwise, End User shall delete, destroy and cease use of all Tools and Documentation.

2.4. **Third Party Products.** For any Service where End User is accessing or using third party products, End User agrees that any terms of use are between the licensor or publisher of the product and End User.

3. **Orders, Expenses and Fees**

3.1. **Orders.** Once accepted by End User, Order(s) are not cancellable unless expressly agreed otherwise by the parties. Any Order(s) made through a reseller is subject to, and Kudelski's obligations and liabilities to End User are governed by, the applicable SOW and this Agreement.

3.2. **Out-of-pocket expenses.** If and to the extent that the implementation, performance or delivery of the Services requires Kudelski personnel to be present at End User's premises, End User will reimburse to Kudelski any out-of-pocket expenses based on supporting documentation (copy receipts/invoices) and in compliance with Kudelski's then-current travel policy. Expenses may include travel, accommodation costs and meals.

3.3. **Fees, Payment and Taxes.** Fees are payable to reseller and will be paid as set forth in and in accordance with the applicable Order(s). End User's right to use the Services is contingent upon the payment of the fees and all other amounts as and when due to a reseller under the applicable Order(s).

4. **Services Warranties and Disclaimers**

4.1. **Advisory Services and Professional Services Warranty and Remedies.** Kudelski warrants that advisory and professional services and any deliverable created from such services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. End User must provide written notice to Kudelski for any breach of the warranty within thirty (30) calendar days from completion of advisory or professional Services. End User's sole remedy and Kudelski's entire liability with respect to the Services warranty in this section will be, at Kudelski's option, to either (a) use its reasonable commercial efforts to re-perform any non-conforming Services at no charge to End User or (b) refund amounts paid by End User related to the portion of non-conforming Services. Kudelski will have thirty (30) calendar days or mutually agreed upon time to remedy any non-conforming Services. Kudelski has no obligation if the claim is the result of an unauthorized modification by End User or its agents, material change in End User's environment, or abuse, misuse or damage by End User.

4.2. **MDR Warranty and Remedies.** Kudelski warrants that MDR Services will (i) be performed in a workmanlike and professional manner consistent with generally accepted industry standards, and (ii) conform to the written service level agreements (“**SLA(s)**”) for that specific service as described in the applicable Order or related service description. If Kudelski fails to meet any SLA for MDR, End User will receive a service credit as defined in the applicable service description or SOW. The remedies in this Section 4.2 for missed SLAs are End User’s sole and exclusive remedy and Kudelski’s entire liability with respect to the managed services warranty.

4.3. **Pentesting and Labs Services Risks.** Pentesting Services involves to actively perform (a) targeted attacks against assets (including without limitation computer systems, software components, applications, networks, infrastructure), or (b) social engineering with the use of hacking techniques and tools including without limitation vulnerability scanning, vulnerability exploitation, static and dynamic analysis, manual code review and phishing. When ordering pentesting Services, End User duly authorizes Kudelski to conduct security verification activities by using such techniques and tools and End User acknowledges and agrees that:

- the pentesting Services may slow or adversely impact the End User’s assets operations;
- the pentesting Services results relate to specifically designated techniques and tests and are not meant to provide End User with a comprehensive assessment of all security and configuration issues of the assets or environment subject to the pentesting Services;
- the performance of the pentesting Services necessarily requires the use of network tools and techniques designed to identify security vulnerabilities and that it is impossible to identify and eliminate in advance all the risks and consequences involved in the use of these tools and techniques; and
- the inherent nature of the pentesting Services cannot guarantee the exposure or detection of all weaknesses or vulnerabilities. Consequently, Kudelski provides no warranty or guarantee as to the outcome of the testing or assessment methods and End User knowingly accepts these limitations and risks.

4.4. **Service Disclaimers.** EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY ORDER THAT EXPRESSLY AMENDS KUDELSKI’S SERVICES WARRANTY, AND TO THE EXTENT ALLOWED BY LAW, KUDELSKI MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY STATUTORY, EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, COMPLETENESS, ACCURACY OR NON-INFRINGEMENT) RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING THE SERVICES AND ANY RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. END USER ACKNOWLEDGES THAT NO EMPLOYEE OF KUDELSKI OR ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF KUDELSKI OR ANY OF ITS AFFILIATES THAT IS NOT EXPRESSLY IN THE AGREEMENT OR OTHER DOCUMENTS DESCRIBING THE SERVICES.

4.5. **No Guarantee. END USER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT KUDELSKI DOES NOT GUARANTEE OR WARRANT THAT IT WILL BE ABLE TO DETECT, IDENTIFY, COUNTER AND/OR REMEDIATE, IN EACH CASE WHETHER COMPLETELY OR PARTIALLY, ALL THREATS, VULNERABILITIES, ATTACKS, MALWARE AND MALICIOUS**

SOFTWARE THAT MAY IMPACT END USER AND/OR ITS AFFILIATED COMPANIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY KUDELSKI SHALL BE DEEMED TO CREATE ANY GUARANTEES OR WARRANTIES IN CONTRADICTION OF THIS SECTION.

5. End User's Representations and Responsibilities

5.1. End User's Representations and Acknowledgements. End User represents and warrants to Kudelski that: (a) this Agreement has been duly authorized, executed and delivered by End User and constitutes a legal, valid and binding obligation of End User and enforceable against End User in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (b) the execution, delivery and performance of this Agreement will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on End User; (c) any and all information furnished to Kudelski by End User or on End User's behalf is true and correct in all material respects.

5.2. End User Obligations and Responsibilities. Kudelski's ability to perform the Services during the Order Term is subject to End User meeting all of its obligations and responsibilities under this Agreement and End User shall in particular be responsible for:

- a) providing Kudelski with all necessary information and technical assistance that Kudelski may reasonably require;
- b) providing access to, and use of all required hardware, virtual machines, software, applications and other equipment located at End User's premises and/or hosted by a third-party, necessary to carry out the Services;
- c) procuring all required permissions or authorizations from third parties to access, use, or modify data in End User's information technology systems and resident software with authorizations in place at the start of the Services and until Services are completed;
- d) providing Kudelski with such accurate and up-to-date information as Kudelski may reasonably require with respect to all designated, authorized points of contact who will be provided with the Services-related notifications and/or reports;
- e) obtaining and maintaining the right for Kudelski to assess the material, systems, applications, and infrastructures and other assets ("**Assets**") in connection with the Services in particular if End User is not the owner of such Assets;
- f) notifying Kudelski immediately of any event that End User becomes aware of and that may affect Kudelski's ability to perform the Services;
- g) maintaining appropriate maintenance and technical support contracts with software and hardware vendors for any third-party product subject to the Services; and
- h) ensuring the reasonable protection and backup of systems, software and data under its control that may be impacted by the Services. End User will, among other measures, establish a backup procedure enabling End User to restore systems, software and data that existed before the start of Services by Kudelski or its authorized subcontractors.

6. Proprietary Rights

6.1. End User's Data. End User owns all right, title and interest in any data provided by End User or its Affiliates to Kudelski or made available to Kudelski in connection with the performance of the Services and associated Intellectual Property Rights. End User grants, during the Order Term, a worldwide, non-exclusive, revocable license to use, host, copy, transmit, display and process End User data solely for the purposes of carrying out the Services in connection with

the Agreement. End User is responsible for obtaining permissions, licenses or authorizations from third parties (as the case may be) for Kudelski to process End User data necessary for Kudelski to perform the Services.

- 6.2. **Return of End User Data.** Upon termination or expiration of the Agreement and End User's request, Kudelski will promptly make all End User data available to End User as a native database export provided through Kudelski's secure server or other similar secure method, at no additional charge to End User provided that End User is current on all invoices. If End User requires the return of End User data in an alternate format or requires any other termination assistance services, then Kudelski and End User will mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services, at Kudelski's then-current fees.
- 6.3. **Kudelski's proprietary rights.** Kudelski retains all right, title and interest and associated Intellectual Property rights in and to the Services, deliverables, Kudelski Equipment, and Tools and End User is granted a limited right to use them as licensed in and revocable in accordance with the Agreement.

7. Confidentiality

- 7.1. **Definition and Limitations.** "Confidential Information" means any information relating to (a) a party's technology and products, solutions and services used, provided and/or owned by a party, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, software, hardware, inventions, patent applications, techniques, processes, developments, algorithms, formulas, designs, schematics, drawings and hardware configuration information, (b) a party's operations, business and financial results or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, product pricing, marketing information, financial or other strategic business, plans or information, (c) the content of the Agreement and /or (d) any third party information of a similar nature as described in clauses (a) and (b), in each case that is disclosed to a party by the other party either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities. Information is not deemed Confidential Information if it (a) is in, or becomes part of the public domain without violation of the Agreement, (b) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the providing party, (c) is legally obtained by the receiving party from a third party without an obligation of confidentiality, (d) is independently developed by the receiving party as demonstrated by written records, completely independent of any such disclosure by the providing party, (e) is approved for release by express written agreement of the providing party or (f) is required to be disclosed in order to comply with a judicial order or decree, or request of an arbitral court, provided that the receiving party shall use its best efforts to maintain the confidentiality of Confidential Information, e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify the providing party thereof and give both parties the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.
- 7.2. **Non-disclosure of Confidential Information.** Each party agrees not to use any Confidential Information disclosed to it by the other party for any reason except for the purpose of the Agreement. Each party will restrict disclosure of Confidential Information to only those personnel who have a need to know and will bind its respective personnel to obligations of confidentiality to the same extent that each party is bound under the Agreement. Each party will take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure and/or use of Confidential Information, which measures shall include the highest degree of care

that the party utilizes to protect its own Confidential Information, but in any event not less than a reasonable degree of care.

- 7.3. **Return of Confidential Information.** Upon written request by either party during the term of the Agreement, the receiving party will promptly return all Confidential Information, including copies, to the providing party, except that such obligation shall not apply to electronic files that are retained by receiving party in accordance with its general archival policy undertaken in the ordinary course of business, provided that such files remain confidential in accordance with the provisions of the Agreement.
- 7.4. If the parties have entered into a non-disclosure agreement (“**NDA**”) before the effective date of the Agreement, the parties agree that any material conflict between the terms or provisions of the NDA and the Agreement will be resolved in favor of the stricter of the two terms or provisions, and the higher or greater degree of confidentiality for the Confidential Information of the parties.
- 7.5. Any violation of confidentiality obligations may cause either party immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of confidentiality obligations, the breaching party consents to issuance by any court of competent jurisdiction, of a restraining order, preliminary and / or permanent injunction, restraining or enjoining such violation. Such orders are additional to and do not limit the availability to each party of any other remedy.

8. Data Security and Personal Data

- 8.1. **Data Security.** Kudelski shall implement and maintain appropriate security safeguards and controls designed to (a) reasonably protect End User data in Kudelski’s possession from alteration, unauthorized use, access or disclosure, (b) reasonably detect a security breach and (c) ensure that Kudelski’s personnel is appropriately trained to maintain the confidentiality of End User data in Kudelski’s possession.
- 8.2. **Personal Data Processing.** To the extent that Kudelski processes Personal Data when performing the Services, it will:
- a) process Personal Data on behalf of End User and in accordance with the Agreement or as otherwise instructed in writing by End User;
 - b) not transfer Personal Data outside of a country where it is obtained except in connection with the performance of the Services and in accordance with applicable data protection laws;
 - c) support End User with respect to individuals asserting any applicable right of access or right to have Personal Data corrected and deleted;
 - d) otherwise assist End User in complying with applicable data protection laws, including (1) by cooperating with End User with respect to returning or destroying any Personal Data; (2) by promptly notifying End User of requests from data subjects or public authorities concerning Personal Data and any accidental or unauthorized access to or other processing of Personal Data or loss of Personal Data; (3) by supporting End User in responding to such requests and data breaches as required by applicable law; and
 - e) enter into any data protection agreements if and to the extent necessary as mutually agreed to by End User and Kudelski for compliance with applicable data protection laws.
- 8.3. End User acknowledges and agrees that it is responsible for (a) obtaining appropriate consent and authorization of data subjects for the disclosure to and processing of Personal Data by Kudelski as contemplated under the Agreement or ensuring that End User is entitled to collect

and transmit Personal Data to Kudelski based on another legal ground; (b) the accuracy, quality and legality of Personal Data and the means by which End User acquired Personal Data; and (c) that End User's instructions for the processing of Personal Data comply with any applicable data protection and privacy legislation and regulations.

9. Indemnification for Infringement

- 9.1. Kudelski will indemnify, defend and hold harmless End User and its Affiliates against any claim, suit or action brought against End User or its Affiliates by a third party alleging that any deliverable provided to End User or Affiliate by Kudelski under an Order directly infringes any patent, copyright, trademark or trade secret enforceable in the United States ("Claim"), provided that End User (a) promptly notifies Kudelski in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Kudelski, (c) gives Kudelski sole authority to control the defense and settlement of the Claim, and (d) provides Kudelski full disclosure and reasonable assistance as required to defend the Claim.
 - 9.2. In the event the deliverable or any portion of the deliverable may in Kudelski's reasonable opinion be infringing, Kudelski, at its option and own expense, may (a) secure for End User the right to continue to use the deliverable, (b) modify the deliverable to be no longer infringing or (c) replace the deliverable with a functional equivalent. In the event Kudelski is unable to perform the options previously listed (a) through (c), End User will then return the deliverable to Kudelski and Kudelski will refund End User the amount paid for such item.
 - 9.3. Kudelski will have no indemnification obligations where: (a) a deliverable is created in accordance with End User's sole design or specifications, (b) End User alters the deliverable, (c) End User combines the deliverable with materials not supplied or approved by Kudelski and such infringement would not have occurred absent such combination, or (d) End User continues to use the deliverable after receiving written notice from Kudelski to stop using the deliverable.
 - 9.4. THE RIGHTS GRANTED TO END USER UNDER THIS SECTION ARE END USER'S SOLE AND EXCLUSIVE REMEDIES AND KUDELSKI'S ENTIRE LIABILITY WITH RESPECT TO END USER'S INABILITY OR RESTRICTION TO USE THE DELIVERABLE OR ANY PORTION OF THE DELIVERABLE DUE TO ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT.
 - 9.5. End User will indemnify, defend and hold harmless Kudelski and its Affiliates against any claim, suit or action brought against Kudelski or its Affiliates by a third party for damages, penalties or fines that result from or arise from (a) violation of laws, (b) violation of third parties rights (b) negligent acts or omissions that result in personal injury or death or damage to Kudelski's property. End User shall further indemnify, defend and hold harmless Kudelski for any and all expenses, including reasonable attorney's fees, incurred by Kudelski or its Affiliates in connection with any litigation, administrative action or government investigation involving End User in which Kudelski and/or any of its Affiliates are (1) obligated to provide testimonial, documentary or other evidence under any order, subpoena or other formal process or (2) otherwise obligated under applicable law to take any action where failure to take such action could reasonably be expected to expose Kudelski and/or its Affiliates to liability of any kind.
- 10. Insurance.** During the term of the Agreement, Kudelski will have and maintain in force the following insurance coverages: (a) Workers' Compensation with statutory limits required by the laws of each state exercising jurisdiction over Kudelski's personnel engaged in performing services under the Agreement, (b) Commercial General Liability coverage with minimum limits of one million dollars (\$1,000,000) per person and per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) per occurrence for personal injury and completed operations, with a two million dollars (\$2,000,000) aggregate, (c) Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) for bodily injury

(including death) and property damage with minimum limits (combined single limit) of one million dollars (\$1,000,000) per occurrence, (d)technology services errors and omissions insurance with coverage of one million dollars (\$1,000,000) for each claim.

11. **Limitation of liability.** Neither Party will be liable for any indirect, special, incidental, exemplary, punitive or consequential damages of any kind or nature, including, without limitation, business interruption, reinstatement, loss of profits, revenue, data, customers or goodwill even if advised of the possibility of such damages. The foregoing limitations apply to all causes of action or claims of relief under any legal or equitable theory, including tort, indemnification, breach of contract and breach of warranty. Except in case of gross negligence, wilful misconduct, death or bodily injury, Kudelski's total liability for direct damages shall not exceed the amounts actually paid for the specific Service giving rise to the claim and which was provided during the twelve (12) months preceding the claim.
12. **Term and Termination**
 - 12.1. **Term.** This Agreement shall commence upon execution of the applicable Order and SOW and shall remain in force until the completion, expiration or termination of the Services set forth on the applicable Order and SOW or until this Agreement is terminated in accordance with the provisions hereof.
 - 12.2. **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice to the other party in the event of a breach by that party of any of its material obligations under this Agreement or applicable Order and failure by the defaulting party to remedy such breach within thirty (30) calendar days after receipt of notice of such default from the other party. In the event of such termination, neither party shall be relieved of any of its obligations incurred prior to such termination and each party shall have any and all rights and remedies available to it at law or in equity. For the avoidance of doubt, any breach of an SLA under section 4.2 (MDR Warranties and Remedies) is not considered a material breach.
13. **Force Majeure.** Neither party is liable for failure or delay to fulfil its obligations under the Agreement or for damages or losses resulting therefrom to the extent such failure or delay is due to a Force Majeure Event.
14. **Compliance with Applicable Laws.** The parties enter into the Agreement with the intent of conducting their relationship in full compliance with applicable laws.
15. **Non-Solicitation and Non-Hire.** Without the written consent of the other party, neither party will, directly or indirectly solicit, divert or otherwise take away any employee of the other party who has been directly involved in the performance of the Services or induce or attempt to induce such employee to terminate his/her employment with, or otherwise cease his/her relationship with the other party during the term of the Agreement and for a period of twelve (12) months thereafter. This obligation does not apply where an employee of a party has unilaterally responded to a general recruitment advertisement or hiring campaign that was not specifically targeting such employee.
16. **Independent Contractors.** The relationship between Kudelski and End User is that of independent contractors and not that of employee-employer, partnership, joint venture, franchise, or agency. Neither party is authorized to make any commitments for or create obligations on behalf of the other party without that party's written consent.

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17. **Governing law and Dispute Resolution.** Any dispute, controversy or claim arising out of or in relation to the Agreement, including the validity, invalidity, breach, or termination, will be resolved by arbitration in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The tribunal will consist of a single arbitrator to be chosen under the AAA rules. The language of the arbitration will be English. The award will be final and binding on the parties and will also include legal fees, costs of arbitration and all related matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Agreement is governed by the laws of the State of New York, without regard to its choice of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. Notwithstanding anything to the contrary contained in the Agreement, all matters pertaining to the collection of amounts due to Kudelski arising out of the Services will be exclusively litigated in court rather than through arbitration.
18. **Export Control.** End User represents and warrants that it and its personnel are not on any list of sanctioned or prohibited entities or persons maintained by the governments of the United States, the European Union and Switzerland, and are not located, incorporated or ordinarily resident in any embargoed country or region of the United States, the European Union or Switzerland, and are not owned or controlled by or acting on behalf of the government of any such country or region. End User represents and warrants that it will not export, re-export, transfer or provide access to the Services (a) to any sanctioned or prohibited entity or person; or (b) in any way violate any applicable export or import restrictions, laws or regulations.
19. **Notices.** Notices provided under the Agreement must be in writing and will be deemed received upon the earlier of 1) actual receipt; 2) three days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one day after notice is sent by express courier. Notice to Kudelski will be sent to 5090 N. 40th Street, Suite 450 Phoenix, AZ 85018 Attn: Legal. Notice to End User shall be sent to the address listed in Section 1 of the Agreement.
20. **Entire Agreement.** The Agreement constitutes the entire understanding between Kudelski and End User with respect to the purchase of Services from Kudelski under an Order and supersedes and replaces any previous communications, representations or agreements, written or oral. The Agreement takes precedence over any terms and conditions in an Order. Any Order of Services is expressly conditioned on End User’s assent to the terms of the Agreement. Any other additional or inconsistent terms or conditions in an Order or course of dealings between the parties or usage of trade are expressly disclaimed and rejected.
21. **Subcontracting and Assignment.** End User acknowledges and agrees that Kudelski may assign the Agreement to an Affiliate or perform any or all of its obligations under the Agreement through the use of Affiliates, subcontractors or independent contractors or assign the right to receive payments without End User’s consent and without notice. Kudelski remains primarily liable to End User for any subcontracted obligation. End User may not assign the Agreement, or any of its rights or obligations without the prior written consent of Kudelski. Subject to the restrictions in assignment contained in this provision, the Agreement binds and benefits the parties and their respective successors and assigns.
22. **Miscellaneous.** No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both parties. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to enforce its rights. The terms and conditions of this Agreement which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification and limitation of

liability, survive the expiration or termination of the Agreement. If any part of the Agreement is found by a court or arbitrator to be illegal, invalid or unenforceable for any reason, then such part shall not be voided, but shall be recast so as to be enforced to the maximum extent permissible under applicable law while taking into account the original intent of the parties.

IN WITNESS WHEREOF, **Kudelski** and End User have executed this SOW to be effective as of the date of last signature below.

Kudelski, Inc.



Authorized Signature

Authorized Signature

Full Name (Print)

Full Name (Print)

Title

Title

Date

Date

Exhibits: Service Descriptions to be Added (if Applicable)