



**IntelliSite**

END-USER LICENSE  
AGREEMENT (EULA)



## END-USER LICENSE AGREEMENT (EULA)

**IMPORTANT - READ CAREFULLY BEFORE USING – USING THIS PRODUCT OR SOFTWARE INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT.**

This End-User License Agreement ("EULA") is a legal agreement between Intellisite LLC, a California limited liability company, having its principal place of business at 2400 Rockefeller Drive, Ceres CA 95307 ("INTELLISITE") and [ \_\_\_\_\_ ] ("Customer" or "You") INTELLISITE for the software and/or embedded appliance software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). Future releases of the Software may warrant amendments to this EULA, so an amendment or addendum to this EULA may accompany the Software. INTELLISITE may add to, change or remove any part, term, or condition set forth in this EULA at any time without prior notice. Any such additions, changes, or removals shall apply as soon as you receive notice of such notices. By subsequently continuing the use of the Software, you are indicating your acceptance thereto.

YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, INTELLISITE IS UNWILLING TO LICENSE THE INTELLISITE SOFTWARE TO YOU AND MAY NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY CONTACT INTELLISITE FOR INFORMATION ON RETURNING YOUR SOFTWARE. ADDITIONALLY, INTELLISITE MAY MAKE CHANGES OR UPDATES TO THE EULA AT ANY TIME. INTELLISITE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY MATERIAL CHANGES.

### DEFINITIONS.

**"Confidential Information"** has the meaning established under Section 7.

**"Purchase Agreement"** means the Agreement detailing the purchase of the Software License.

**"Software"** means the licensed software program(s), modules and applications set forth in a Purchase Agreement, purchase order, or this EULA licensed by INTELLISITE to Customer in object code form only, and all associated documentation including but not limited to user manuals and instructional training course materials.

**"Terms and Conditions"** means the Terms and Conditions governing the Software Purchase and will accompany this EULA. These Terms and Conditions are incorporated herein by reference

**"Third-Party Licensors"** means any third party with intellectual property rights in the Company Software.

### 1. GRANT OF LICENSE.

INTELLISITE grants you a nonexclusive, nontransferable (except as provided herein), limited license during the term to use the Software provided that you comply with all terms and conditions of this EULA:

1.1 Installation and use. The Software is licensed as a single product, and you may not separate its component parts to install, use, access, display and run on more than one (1) copy of the Software on a single computer, such as a workstation, terminal, mobile device, Router or other device ("Workstation Computer"). You may create one (1) back up copy of the Software.

1.2 Mandatory Activation. You can activate the acquired Software through requesting a license key by the use of the Internet or fax. If you are not using a licensed copy of the Software, you are not allowed to install the Software or future Software updates.

1.3a Number of datapoints. The maximum number of datapoints to be used in connection with the software is limited to the number stated in the IntelliSite license-key certificate. The unlicensed usage of additional connections constitutes a breach of contract.

1.3b Number of licenses. The maximum number of licenses to be used in connection with the software is limited to the number stated in the IntelliSite license-key-certificate. The unlicensed usage of additional connections constitutes a breach of contract.

1.4 **Deep Vision AI Software.** If Customer is purchasing INTELLISITE's Deep Vision AI Software ("Deep Vision Software") then the contents of this Section 1.4 will apply. In order to use the Deep Vision Software properly, INTELLISITE and/or the Customer will deploy and set up the Deep Vision Software in a specified hardware device. The Customer shall create new accounts specifying usernames and passwords for specific users of Deep Vision Software (the "Authorized Users"). To protect the accounts, the Customer and Authorized Users shall keep their passwords confidential. The Customer and Authorized Users are solely responsible for the activity on their accounts. Once the Authorized Users access the Deep Vision Software, the admin console functionalities will be available to perform basic operations (the "Admin Console"). However, in order to fully access and use Deep Vision Software, and the specific computer vision capabilities, the Customer shall request -through the Admin Console-, a license key for each software module to be enabled. In order to be authorized to use each software module, the Customer shall follow the instructions provided in the Deep Vision Software.

## 2. RESERVATION OF RIGHTS AND OWNERSHIP.

The Software is owned by INTELLISITE and by Third Party Licensors; its structure, organization and code are valuable trade secrets of INTELLISITE and by Third Party Licensors. Except where expressly set forth in this EULA, you are not granted any intellectual property rights (including but not limited to the Software), and you cannot use the Software except as specified herein. The Software is licensed on a subscription basis for the term identified in the Parties' Purchase agreement or corresponding purchase order. All rights not expressly granted to Customer are reserved to INTELLISITE. There are no implied rights. **3. RESTRICTIONS.**

You may not to copy, modify, publish, adapt, redistribute, reverse engineer, decompile, disassemble, attempt to derive or discover source code, or otherwise reduce to a human-perceivable form, or create derivative works of, the Software in whole or in part or to use the Software in whole or in part for any purpose other than as expressly permitted under this EULA or expressly permitted by applicable law notwithstanding this limitation.

## 4. NO RENTAL/COMMERCIAL HOSTING.

Unless otherwise agreed in writing by INTELLISITE, you may not rent, share, distribute, loan, rent, lease, sublicense, assign, transfer, or sell the Software. You may transfer all of your rights under this EULA as part of a sale or transfer of the Software provided: (i) you retain no copies of, and transfer all of the Software (including but not limited to all copies, component parts, any media, printed materials, all versions and any upgrades of the Software, and this EULA) as part of such sale or transfer; (ii) uninstall the Software from any device where it has been installed; and (iii) the recipient agrees to the terms of this EULA. INTELLISITE and its Third Party Licensors retain all rights, title and interest (including but not limited to intellectual property rights) that this EULA does not expressly grant to you. You shall not: (a) violate, tamper with, bypass, modify, defeat, or circumvent any of the functions or protections of the Software, or any mechanisms operatively linked to the Software; or (b) remove, alter, cover, or deface any trademarks or proprietary legends, notices or language in or on the Software.

## 5. EXCLUDED SOFTWARE.

Notwithstanding the foregoing limited license grant, you acknowledge that the Software includes software subject to other terms and conditions governing the use of such software other than this EULA (“Excluded Software”). Certain Excluded Software may be covered by open source software licenses (“Open Source Components”), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including but not limited to any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. Please visit the download section of [www.intellisite.io](http://www.intellisite.io) for a list of applicable Excluded Software and the applicable terms and conditions governing its use. Such terms and conditions may be changed by the applicable third party at any time without liability to you. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply in lieu of the terms of this EULA. To the extent, the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this EULA with respect to such Open Source Components, such restrictions will not apply to such Open Source Component. To the extent, the terms of the licenses applicable to Open Source Components require INTELLISITE to make an offer to provide source code in connection with the Software, such offer is hereby made.

## 6. FEES.

The Software fees and payment obligations shall be established between the Parties in the applicable Purchase Agreement. All payment obligations are non-cancelable and non-refundable. If the Customer considers an invoice is incorrect, the Customer must contact INTELLISITE in writing within fifteen (15) days of the date of invoice to request an adjustment or credit. If Customer does not contact INTELLISITE within the time frame above then acceptance of the applicable invoice will be implied. The Customer agrees to pay all charges incurred for the use of the Software pursuant to the terms of the applicable Purchase Agreement or other legally binding document.

## 7. INTELLECTUAL PROPERTY.

Customer acknowledges the Intellectual Property of the licensed INTELLISITE Software is solely and exclusively of the INTELLISITE. The Intellectual Property shall include the INTELLISITE Software and its underlying technology. Customer shall not remove, or allow the removal of, any copyright or other proprietary rights notice included in and on the INTELLISITE Software or take any other action that could adversely affect the property rights of the INTELLISITE or any Third-Party Licensor. Nothing in this Terms and Conditions shall be deemed to give Customer any rights in the trademarks, service marks, patents, trade secrets, confidential information, copyrights or other intellectual property rights of INTELLISITE or any Third Party Licensor, and Customer shall be strictly prohibited from using the name, trademarks or service marks of INTELLISITE or any Third Party Licensor in Customer's promotion or publicity without the INTELLISITE's prior express written approval.

## 8. CONFIDENTIAL INFORMATION.

The Customer/ You hereby undertakes to protect as confidential and not to disclose to any third party any Confidential Information (as this term is defined below) received from the INTELLISITE, or which is in any manner obtained in relation to, or with respect of the execution of any legally binding document pertaining to the purchase of the Software, such as a Purchase agreement or product schedule/ order and this EULA. For these purposes, “Confidential Information” means information not available to the general public and which is used, developed or obtained by the INTELLISITE, including but not limited to, the following: (i) information, procedures and data obtained and/or developed by the INTELLISITE; (ii) the INTELLISITE Software and its underlying Technology, other products and services; (iii) pricing and cost structures; (iv) business and accounting methods; (v) INTELLISITE manuals, documents; (vi) all production methods, processes, technology and trade secrets; and (vi) any other similar

information in any manner related to them. Furthermore, the Customer undertakes to use the Confidential Information only as a way of fulfilling the obligations assumed under these Terms and Conditions. In order to keep the information in strict confidence, the Customer undertakes to take all the necessary and reasonable security measures, taking the same degree of care that the Customer used to protect its own confidential information (but in no event, less than reasonable care as established in the applicable law). The Customer shall take all and any technical and organizational measures required to guarantee the security and secrecy of Confidential Information, to avoid its adulteration, loss, consultation or unauthorized treatment, to detect any deliberate or non-deliberate unauthorized use of the Confidential Information.

## 9. DATA PROTECTION.

INTELLISITE complies with the provisions of applicable data protection laws. We take the protection of your personal data very seriously and strictly abide by the data protection laws that apply to it. We collect, process and use your data for the implementation and processing of the contractual relation with you for the Software. Your data will not be shared with third-party advertisers without your prior consent. If you are located in the EU, your personal data will only be collected, processed and stored within the EU. If you are located outside the EU, your personal data may be collected, processed and stored at other locations using the same security standards. If you wish to initiate a deletion or change of your personal data stored by us, please email us at [tac@intellisite.io](mailto:tac@intellisite.io). Nonpersonal, technical or anonymous data may be collected automatically to improve functionality and your experience with the Software. You agree that any non-personal, technical or anonymous data collected may be sent to any of our worldwide offices or affiliates for processing.

## 10. INTERNET CONNECTIVITY AND LINKS TO THIRD PARTY SITES.

You may be linked to third party sites through the use of the Software. The third party sites are not under the control of INTELLISITE, and INTELLISITE is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. INTELLISITE is not responsible for webcasting or any other form of transmission received from any third party sites. INTELLISITE is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by INTELLISITE of the third party site.

You understand, acknowledge and agree that access to certain Software features, including but not limited to installation of the Software, may require an Internet connection for which you are solely responsible. You are solely responsible for payment of any third party fees associated with your Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the Software may be limited or restricted depending on the capabilities, bandwidth or technical limitations of your Internet connection and service. You understand, acknowledge and agree that Internet connectivity in relation to the Product is provided by third parties over which INTELLISITE has no control, and is governed by the respective terms of such third parties. The provision, quality, availability and security of such Internet connectivity, software and services are the sole responsibility of such third party.

## 11. ADDITIONAL SOFTWARE/SERVICES.

This EULA applies to any and all updates, supplements, add-on components, or Internet-based services components, of the Software that INTELLISITE may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. INTELLISITE reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

## 12. UPGRADES, UPDATES, AND MODIFICATIONS.

To use Software identified as an upgrade, you must first be licensed for the software identified by INTELLISITE as eligible for the upgrade. After upgrading, you may no longer use the original version of the Software that formed the basis for your upgrade eligibility.

INTELLISITE reserves the right to modify, change, update, or upgrade the Software and its underlying Technology at any time. However, INTELLISITE shall notify the Customer in advance, with a reasonable period of time, of such updates and modifications. INTELLISITE is not responsible for any loss, damage, penalty, tax, fee or any other expenses resulting from outdated adaptations or integrations between the Customer Application and the Software, or any failure to implement the updated Software.

INTELLISITE reserves the right, at its discretion, to change this EULA and its accompanying Terms and Conditions, from time to time, to reflect changes in the business, the Software, or applicable laws. For that purpose, INTELLISITE will provide Customer, through the Software, or contact information, or other means, with thirty (30) days prior notice of any material update to the EULA or Terms and Conditions. The new EULA and/ or Terms and Conditions will be effective as of the published effective date. In case the Customer continues to use the Software after any changes, the Customer agrees to be bound by such modifications or revisions.

## 13. SUPPORT.

For Deep Vision Software and other IntelliSite Software that includes Support, IntelliSite shall provide to Customer, maintenance, and support of the Software ("Support") by email from Monday to Friday during office hours from 9 am to 5 pm EST. The Customer shall inform any problem and/or question to the Company to the following email address [support@deepvisionai.com](mailto:support@deepvisionai.com) or other e-mail address as provided by IntelliSite. Emails received during non-working hours will be collected, but no action will be guaranteed until the next business day.

## 14. NOT FOR RESALE SOFTWARE.

Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

## 14. EXPORT RESTRICTIONS.

You agree that the Software will not be used, shipped, transferred or exported into any country or to anyone in violation of EU or U.S. export control regulations or in any manner prohibited by the EU Common Foreign and Security Policy or the United States Export Administration Act. Using our Product is acknowledgement that you are not located in, a resident of or under the control of any such country.

The Software may contain encryption technology. You acknowledge that any export of Software containing encryption technology from the United States or subsequent re-export of such software or content by a person located outside of the United States requires a license or other authorization from the U.S. Department of Commerce's Bureau of Industry and Security. You further acknowledge that the Software containing encryption technology and acquired from INTELLISITE or its Third-Party Licensors is not intended for use by a foreign government end user. By accepting this EULA, you agree to abide by all relevant EU or U.S. export laws and regulations in the purchase and use of the Product being acquired, including but not limited to those regulations relating to the export control of cryptographic items and not to transfer, or authorize the transfer, of the Product or Software to a prohibited country or otherwise in violation of any such restrictions or regulations.

## 15. TERM AND TERMINATION.

The Term shall be established between the Parties through the Purchase Agreement. Nevertheless, this EULA and any Terms and Conditions starts as of the effective date of such Agreement and shall be valid until the date set forth in the Purchase Agreement (the “Term”).

Without prejudice to any other rights, INTELLISITE may terminate this EULA and any accompanying legal documents pertaining to the purchase of the Software if you fail to comply with the terms and conditions of this EULA. In such event, you must uninstall the Software including any copies and components from any device where it has been installed. In addition, upon termination you will have no recourse against INTELLISITE, its affiliates or Third Party Licensors for your inability to use the Software or the accompanying documentation. Any of your obligations under this EULA which by their nature are intended to survive the termination of this EULA or your use of the Product or Software shall continue to apply to you after the termination of this EULA or you cease to use the Software.

## 16. LIMITATION OF WARRANTY.

INTELLISITE hereby represents and warrants that

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- (iii) INTELLISITE will promptly correct or replace (at its option) any Product not meeting the warranty obligations above.

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#### **17. LIMITATION OF LIABILITY.**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL INTELLISITE (INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE ISSUES RELATED TO THIRD PARTY LICENSORS), ITS AFFILIATES OR THIRD PARTY LICENSORS, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR COSTS (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) ARISING OUT OF OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER ARISING UNDER ANY CONTRACT, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY, OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY (INCLUDING DEATH), OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF CONSEQUENTIAL DAMAGES REFLECTS THE ALLOCATION OF RISKS BETWEEN THEM AND FORMS AND ESSENTIAL PART OF THE BARGAIN. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### **18. INDEMNIFICATION.**

You agree to indemnify, hold harmless and defend INTELLISITE, and its respective affiliates, officers, directors, shareholders, employees, authorized resellers, agents and other representatives from any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Software and/or the Application in relation with the Software, including, without limitation, infringement of third party rights, by you and/or any of your directors, officers, employees, representatives, agents or contractors.

#### **19. HIGH RISK ACTIVITIES AND MITIGATION OF DAMAGES.**

IN ORDER TO MITIGATE ANY DAMAGES AND COSTS ARISING OUT OF OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, YOU ARE OBLIGED TO SET UP AN APPROPRIATE DATA BACKUP IN REGULAR AND ADEQUATE INTERVALS. INTELLISITE, ITS AFFILIATES OR THIRD PARTY LICENSORS, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, OR ASSIGNS WILL NOT BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF OR RELATING IN ANY TO THE LOSS OF DATA CAUSED BY THE BREACH OF SUCH OBLIGATION.



The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software or such other software could lead to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). INTELLISITE, ITS AFFILIATES OR THIRD PARTY LICENSORS, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, OR ASSIGNS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY, DUTY OR CONDITION OF FITNESS FOR HIGH RISK ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTION, OR LACK OF ACTION, TAKEN TO PRESERVE LIFE OR PROPERTY.

## 20. GOVERNING LAW.

If you obtained our Software in or are habitually resident anywhere other than the USA, this EULA and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the United States of America, exclusive of conflict or choice of law rules. The parties, in turn, unconditionally and irrevocably consent to the exclusive jurisdiction of the courts in California, USA. If you obtained our Software in or are habitually resident within the USA, this EULA and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws provisions (and excluding the Uniform Commercial Code) and the parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts in Santa Clara County, State of California, United States of America. The parties waive any objection with respect to the above, for the purpose of any action, suit or proceeding that relates to this EULA.

## 21. ASSIGNMENT, AND SUBCONTRACT.

The Customer cannot assign this EULA, or any rights associated with the Software purchase, or any right provided for herein, to any third party. This EULA and any accompanying legal documents shall be binding on the successors and authorized assignees of the Company.

## 22. CONFLICT.

The following order of precedence shall be applied in the event of conflict or inconsistency between the components of the Agreement: (i) The General Terms and Conditions; (ii) this EULA; (iii) the schedules, supplemental terms or other supplements, exhibits and appendices included with or referenced by the Terms and Conditions or this EULA.

## 23. ENTIRE AGREEMENT; SEVERABILITY.

This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and INTELLISITE relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent, the terms of any INTELLISITE policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. The failure of INTELLISITE to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any part of this EULA is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this EULA, and the other parts will remain in full force and effect.

Should you have any queries regarding this license agreement, further information can be found at [www.intellisite.io](http://www.intellisite.io). If you wish to contact INTELLISITE for any other reasons, please send an e-mail to [sales@intellisite.io](mailto:sales@intellisite.io) or write to:

INTELLISITE, 2400 Rockefeller Drive, Ceres CA 95307