

## ATI LICENSE AGREEMENT

### Terms and Conditions

**1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

**1.1 "Analyzed Data"** means the anonymized or aggregated data derived from the Data and through the Analytic Services, including any analytic reports based on the Data.

**1.2 "ATI Client Software"** means the software modules listed in Exhibit A.

**1.3 "ATI Documentation"** means any user guides or other documentation that are provided by ATI to Company.

**1.4 "ATI Platform"** means the crowd analytics platform developed by ATI that provides a heat-map of people and movement in a venue or campus in real-time, historically and predictively by fusing data from existing information, security, and information technology infrastructure, and includes the ATI Client Software, ATI Server Software, ATI's web-based crowd intelligence dashboards and mobile applications, Services, and ATI Documentation.

**1.5 "ATI Server Software"** means the ATI cloud based software used by ATI to provide Analytic Services to Company.

**1.6 "Business Hours"** means Monday to Friday (excluding ATI holidays), 8 a.m. to 5 p.m. Eastern Time.

**1.7 "Commencement Date"** means the date that the ATI Client Software will first be available to Company.

**1.8 "Customer"** means an entity that is authorized by Company to use and access the ATI Platform pursuant to this Agreement.

**1.9 "Data Controller"** means a person or entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. For purposes of this Agreement, Company is the Data Controller.

**1.10 "Data"** means all electronic data, information or files submitted by Company, Customer, or a Named User through the ATI Platform or the Services, including Personal Data.

**1.11 "Data Processor"** means a person or entity which Processes Personal Data on behalf of the Data Controller.

For purposes of this Agreement, ATI is the Data Processor.

**1.12 "Data Subject"** means, with respect to an item of Personal Data, the person to whom the Personal Data relates.

**1.13 "Devices"** means any piece of equipment, sensor, or device connected to the ATI Client Software pursuant to the terms and conditions of this Agreement.

**1.14 "Intellectual Property Rights"** means any and all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing.

**1.15 "Licensed Site"** means the specific physical location identified on the applicable Order Form.

**1.16 "Modifications"** means: (a) for copyrightable or copyrighted material, any translation (including translation into other computer languages), port, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

**1.17 "Named User"** means any employee, agent or contractor of Company or its Customers authorized by that person's name to use and access the ATI Platform pursuant to the terms and conditions of this Agreement.

**1.18 "Open Source Software"** means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL; (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL), (f) the Sun Industry

Standards License (SISL); (g) the BSD License; (h) the Apache License, or (i) any other license identified as an open source license by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)).

**1.19 "Personal Data"** means any information relating to an identified or identifiable individual that has been provided to ATI by Company, Customer, or a Named User to enable ATI to Process such information in connection with this Agreement.

**1.20 "Processing or Process"** means any operation or set of operations which is performed upon Personal Data, including the collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction of Personal Data.

**1.21 "Services"** means the combination of current ATI services set forth on one or more Order Forms. The Service may initially consist of:

(a) **"Professional Services"** by which ATI consults with Company as further stated in an Order Form;

(b) **"Support Services"** as further stated in Section 5 of these Terms and Conditions; and

(c) **"Analytic Services"** means the process of analyzing Data through machine learning and proprietary algorithms via the ATI Client Software and ATI Server Software to produce analytic data for actionable intelligence.

## **2. License; Restrictions; and Administration.**

**2.1 License.** Subject to the terms and conditions of this Agreement, including the payment of all amounts due, ATI grants to Company during the Term of this Agreement a limited, non-exclusive, non-transferable (except as set forth in the assignment section below) license, without the right to grant sublicenses, (a) to access and use the ATI Platform as set forth in the following subsections (i) and (ii) by the Named Users and using the connected Devices at the Licensed Site only as expressly permitted by this Agreement to (i) install and use the ATI Client Software and to use the ATI Documentation solely for Company's internal business purpose for receiving Analytic Services; and (ii) access the ATI Server Software through ATI's web-based crowd intelligence dashboards and mobile applications, solely for Company's internal business purpose for receiving Analytic Services; and (b) to use the Analyzed Data solely for Company's internal business purpose. Company

agrees that Company will be liable for the actions and omissions of each of its Customers and Named Users, including any breach of the terms and conditions of this Agreement by a Customer or Named User. Where permitted as stated in [Exhibit A](#), the ATI Client Software used to provide the Service may be installed on and used on computers at Company's location solely for the purposes and in compliance with the provisions of this Agreement.

**2.2 Restrictions.** Company acknowledges and agrees that the ATI Platform (and its structure, organization, and source code) constitute valuable trade secrets of ATI. Accordingly, except as expressly permitted by this Agreement, Company must not, and must not permit or encourage any Customer or Named User or any third party to: (a) download, copy, modify, adapt, alter, translate, port or create derivative works of the ATI Platform; (b) permit others to use the ATI Platform; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer any part of the ATI Platform; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the ATI Client Software or ATI Server Software; (e) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright and trademark notices) of ATI or its licensors and suppliers from the ATI Platform; (f) disseminate performance-related information relating to the ATI Platform; (g) access, modify, remove, or alter the data stored in the ATI Platform through other than the tools and user interfaces provided by ATI; or (h) otherwise use, reproduce, display or copy the ATI Platform. Except as stated in this Agreement, ATI grants no rights or licenses to Company, by implication, estoppel, or otherwise, in or to the ATI Platform, or any Intellectual Property Rights therein, and any and all rights not expressly granted to Company hereunder are reserved by ATI. Company acknowledges and agrees that any Open Source Software provided to Company as part of the ATI Platform as set forth on [Exhibit B](#) hereto is not licensed to Company by ATI hereunder and that any license to such Open Source Software is obtained by Company directly from the licensor of such Open Source Software.

**2.3 Administration.** ATI will issue to one Named User ("**Administrator**") an individual logon identifier and password ("**Administrator's Logon**") for purposes of administering and accessing the ATI Platform. Using the Administrator's Logon, the Administrator shall assign each remaining Named User a unique logon identifier and

password and assign and manage the business rules that control each such Named User's access to the ATI Platform. Company shall ensure that each Named User will: (a) not disclose their logon identifier to any person or entity; (b) not permit any other person or entity to use their logon identifier; and (c) use the ATI Platform solely in accordance with the terms and conditions of this Agreement.

**3. Ownership.** The ATI Platform and all computer programs, information and data provided by ATI, including Analyzed Data, and all worldwide Intellectual Property Rights therein, including all Modifications thereto, by whomsoever made, are and will remain the sole and exclusive property of ATI. Except for the limited license granted under this Agreement, at no time will Company have any right, title, or interest in or to the ATI Platform. If Company or any user of Company provides any feedback to ATI related to the ATI Platform including any flaws, errors, bugs or other problems it finds in the ATI Platform as well as any suggested improvements or modifications of the ATI Platform (collectively, "**Feedback**"), Company hereby acknowledges and agrees that ATI owns all right, title, and interest in and to such Feedback and all intellectual property rights inherent therein or related thereto. Company hereby assigns to ATI all right, title, and interest in and to the Feedback and all intellectual property rights inherent therein and related thereto. During and after the Term of this Agreement, Company agrees to do all acts reasonably required to perfect and enforce such rights. All such Feedback shall be deemed to be ATI's Confidential Information and shall be subject to the restrictions set forth herein.

**4. Availability and Acceptance.** ATI will make the ATI Platform available to Company by the Commencement Date in accordance with ATI's then-current practices. The ATI Platform will be deemed accepted upon delivery, subject to the warranties and Support Services expressly set forth in this Agreement.

### **5. Services.**

**5.1 Support Services.** Subject to the terms and conditions of this Agreement, ATI will provide the Support Services set forth in this Section 5 to Company beginning with the Commencement Date, and continuing for a period of two years ("**Initial Support Term**"), which shall automatically renew for additional terms of one year each ("**Renewal Support Term**"), unless either party terminates Support Services on prior written notice to the other party at least thirty (30) days prior to the end of

the Initial Support Term or the applicable Renewal Support Term. Other than the Support Services set forth in these Terms and Conditions, ATI will have no obligation to provide to Company any maintenance or support services for the ATI Platform. Unless otherwise expressly agreed to in writing by ATI, Company shall not permit any third party to perform or provide any maintenance and support services with respect to the ATI Platform.

**5.2 Telephone Support.** As part of the Support Services, ATI will use reasonable commercial efforts to provide Support Services via the Support Hotline during Business Hours.

**5.3 Email Support.** As part of the Support Services, ATI will use reasonable commercial efforts to provide Support Services via the Email Support Address during Business Hours.

**5.4 Web Support.** As part of the Support Services, ATI will use reasonable commercial efforts to provide Support Services via ATI's web site help desk. Support requests may be sent via the web site help desk at any time, but ATI shall only respond to requests during Business Hours.

**5.5 Errors.** "**Error**" means a material failure of the ATI Client Software to conform to its functional specifications which failure is demonstrable in the environment for which the ATI Client Software was designed and causes it to be inoperable, to operate improperly in the environment for which it was designed. Any failure resulting from Company's, a Customer's or a Named User's negligence, breach by Company of the Agreement, modifications or damages to the ATI Client Software by anyone other than ATI, or Company's use of the ATI Client Software in combination with any third party software not provided or approved by ATI, will not be considered an Error.

**5.6 Correction of Errors.** Upon notice from Company of an Error in the ATI Client Software, ATI will use commercially reasonable effort to correct the Error.

**5.7 Maintenance Releases.** Subject to the terms and conditions of this Agreement, after the Commencement Date and for the balance of the Support Services, ATI will provide to Company all Error corrections, bug fixes, updates and other maintenance releases of the ATI Client Software as ATI may make generally available to other recipients of Support Services of the ATI Client Software (collectively "**Releases**"). Company acknowledges and

agrees that ATI is under no obligation to develop or provide any Releases to the ATI Client Software.

**5.8 New Products.** ATI reserves the right to define any addition of a major element to the ATI Platform as a new product (“**New Product**”) and not a Release. Any such New Product will not be provided to Company under this Agreement and will only be made available to Company under a separate and mutually agreed to and executed written agreement.

**5.9 Use of Releases, Professional Services and Other Services.** Releases, and any work product or code created in the course of providing Support Services, Professional Services or other Services under this Agreement, will become part of the ATI Platform and will be licensed to Company subject to the terms and conditions as set forth in this Agreement, including, without limitation, all provisions for ATI’s ownership of such ATI Platform and all restrictions placed thereon.

**5.10 Exclusions from Support Services.** ATI’s obligation to provide Support Services will continue only in accordance with the terms and conditions set forth in this Agreement and only so long as Company is not in breach of any of its obligations to ATI. The Support Services, and Professional Services do not include services for any failure or defect in the ATI Platform caused by any of the following: (a) the improper use or alteration of, or damage to the ATI Platform by Company, any Customer or any Named User or third party; (b) modifications to the ATI Client Software not made or authorized by ATI; or (c) interaction between the ATI Platform and operating systems, database software or other software, unless ATI expressly approves such use in writing.

**5.11 Company’s Responsibilities.** In addition to and without limiting Company’s other obligations as set forth herein and in the Agreement, Company is responsible for integration and installation of the ATI Client Software with Company’s own computer and information technology systems. ATI will not be responsible under this Agreement for changes required to ATI applications as a result of Company’s changes to its systems. Company is exclusively responsible for the supervision, management, backup, security, and control of Company’s information technology systems. Company must provide ATI with full, good faith cooperation and such information as may be required by ATI in order to perform the Support Services and any Professional Services, and Company must provide ATI with: (a) specific detailed information concerning Company’s use of or access to the ATI Platform as may be required for the

performance of the Support Services and any Professional Services; and (b) all necessary computer services information and access to key personnel needed to provide the Support Services and any Professional Services. If Company fails or delays in its performance of any of its responsibilities under this Agreement, ATI will be relieved of its obligations hereunder to the extent ATI’s obligations are dependent upon Company’s performance. Unless otherwise set forth in the Order Form, Company is responsible for providing all hardware including all Devices. Further, Company is responsible for: (i) controlling who may access or use the Services or ATI Platform on its behalf, for protecting Named User passwords, and for compliance with this Agreement; (ii) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Data; and (iii) using commercially reasonable efforts to prevent unauthorized access to, or use of, the ATI Platform, and notify ATI promptly of any such unauthorized access or use.

**5.12 Other Services.** Subject to the terms and conditions of this Agreement, ATI will provide as agreed in writing between the parties the Professional Services and other Services, including, but not limited to: custom programming, data conversion, integration with other systems, where integration requirements have changed as a result of Company action, and consulting. Such services shall be subject to ATI’s then-current standard services terms and pricing schedule, which is available upon request. If not agreed to in writing, ATI is not obligated to provide Company any services related to the ATI Client Software.

## **6. Fees, Payment and Taxes.**

**6.1 Fees.** In consideration of the license to use the ATI Platform as provided under this Agreement, Company hereby agrees to pay ATI the fees set forth on the Order Form and on any other document signed by both parties, such as an Order Form or Work Order for Professional Services (the “**Fees**”). ATI reserves the right to increase Fees on no less than thirty (30) days prior written notice to Company. Generally, ATI charges per square feet of the Licensed Site. However, ATI may elect to charge by Named User, regardless of whether or not a Named User uses the ATI Platform, by the number of connected “Devices,” or other mechanism provided that both parties agree in writing to such charging formula. ATI may audit Company’s use of the ATI Platform for compliance with this Agreement, including by remote access to the ATI Client Software or by Company reporting the number of Named Users and Devices at ATI’s

request, or by processes built into the ATI Client Software, and Company expressly permits ATI to obtain access to the ATI Client Software and to the Licensed Site for such purposes.

**6.2 Renewal.** Unless Company provides ATI written notice of Company's intent not to renew at least thirty (30) days prior to the expiration of the current license period, ATI will invoice Company in advance for the upcoming license period.

**6.3 Expansion.** Company must notify ATI of any expansion to the license and pay any additional fees as outlined in the Order Form. These notifications must occur on the last day of February, May, August, and November each year. Immediately following the notification, ATI will invoice Company for the expansion.

**6.4 Payment.** Company shall pay all amounts set forth on each such invoice in immediately available U.S. funds within thirty (30) days of the date of invoice, or by the due date if a due date is stated on the invoice.

**6.5 Taxes.** The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("**Taxes**"), and Company will be responsible for payment of all such Taxes (other than taxes based on ATI's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes.

**6.6 Failure to Pay.** Should Company fail to pay any invoices or amounts when due, then any services connected with the invoices or amounts due may be terminated or not provided. If Company fails to pay the Fees for the ATI Platform license, then ATI may terminate the ATI Platform license upon written notice to Company. For any renewal Fees not paid, any services previously paid for shall be provided by ATI to Company, but ATI shall not provide any services that have not been paid for. Amounts not paid when due will be subject to a late charge of one and one-half percent (1.5%) of the overdue amount per month or any applicable legal maximum, whichever is less, plus the costs of collection, including reasonable attorney fees and court costs. Late charges are intended as reasonable estimates of the amounts necessary to compensate ATI for costs and losses associated with delays in payment, and not as penalties.

## **7. Disclaimers.**

**7.1** ATI MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE ATI PLATFORM, THE SUPPORT SERVICES, THE PROFESSIONAL SERVICES, OR ANY OTHER SERVICES OR GOODS PROVIDED OR REFERENCED PURSUANT TO THIS AGREEMENT. ATI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. UNDER NO CIRCUMSTANCE SHALL ATI BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM MISUSE, ABUSE OR COMPUTER OR ELECTRICAL MALFUNCTION, OR IF THE ATI CLIENT SOFTWARE HAS BEEN INSTALLED, USED, MODIFIED OR OPERATED OTHER THAN IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY ATI OR OTHER THAN AS PERMITTED BY THIS AGREEMENT. ATI DOES NOT WARRANT THE COMPANY'S USE OF THE ATI PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. COMPANY ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO WARRANTIES FROM ATI OR ANY THIRD PARTY.

## **8. Indemnification.**

**8.1 Company Indemnification.** Company will defend, indemnify and hold ATI and ATI's officers, directors, employees, consultants, agents, and suppliers harmless ("**ATI Indemnified Parties**") against any claim, suit or action and any related loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims made or brought against the ATI Indemnified Parties by a third party arising out of or related to (a) Company, Customer's or a Named User's use of the ATI Platform or the Services in violation of this Agreement, or (b) as a result of Company's breach or alleged breach of Section 12. ATI will promptly notify Company in writing (but ATI's failure to promptly notify Company will only affect Company's obligations under this Section to the extent that ATI's failure prejudices Company's ability to defend the claim) and provides control of the defense or settlement, and assistance to Company, at Company's expense. ATI may appoint its own non-controlling counsel, at its own expense. Any settlement requiring ATI to admit liability, pay money, or take (or refrain from taking) any action, will require ATI's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

**8.2 ATI Indemnification.** ATI will defend and indemnify Company at ATI's own expense, against any action against Company brought by an unaffiliated third party that alleges that the ATI Platform as provided by ATI to Company infringes any U.S. copyright or misappropriates any trade secret, and ATI will pay those costs and damages finally awarded or those costs and damages agreed to in a monetary settlement of such action in accordance with this Section.

(a) The foregoing obligations are conditioned on Company: (a) notifying ATI promptly in writing of any such action; (b) giving ATI sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at ATI's reasonable request and expense, assisting in such defense.

(b) If the ATI Platform or any part thereof becomes, or in ATI's opinion is likely to become, the subject of an infringement claim, ATI may, at its option and expense, either (i) procure for Company the right to continue using the ATI Platform; (ii) replace or modify the ATI Platform so that it becomes non-infringing; or (iii) terminate this Agreement upon written notice to Company, and refund Company any unearned Fees pro-rated for the applicable license period.

(c) Notwithstanding the foregoing, ATI will have no obligation under this Section or otherwise with respect to any allegation or claim based upon: (i) any use of the ATI Platform by Company, any Customer or any Named User not in accordance with this Agreement; (ii) any use of the ATI Platform by Company, any Customer or any Named User in combination with products, equipment, software, or data not supplied by ATI if such infringement would have been avoided but for such combination; or (iii) any modification of the ATI Platform by any person other than ATI or its expressly authorized agents or subcontractors. Company must defend and indemnify ATI against any action to the extent arising from a claim based on any action or conduct set forth in subsections (i)-(iii) above.

(d) THIS SECTION STATES ATI'S ENTIRE LIABILITY AND COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR INDEMNITY CLAIMS OR ACTIONS.

## 9. Limitation of Liability.

9.1 IN NO EVENT WILL ATI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ATI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ATI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO ATI DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

9.2 Company acknowledges and agrees that the Fees reflect the allocation of risk set forth in this Agreement and that ATI would not enter into this Agreement without these limitations on its liability.

## 10. Term and Termination.

10.1 **Term.** This Agreement will commence on the Effective Date and will continue for the periods stated on the applicable Order Forms, unless or until terminated as stated in this Agreement.

10.2 **Termination.** Either party may terminate this Agreement if the other party materially breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within ten (10) calendar days after sending written notice thereof. Notwithstanding the foregoing, this Agreement will terminate immediately at ATI's option if Company, any Customer or any Named User, in any manner, breaches Section 2, Section 3 or Section 11 hereof.

10.3 **Effects of Termination.** Immediately upon expiration or termination of this Agreement for any reason, all of Company's rights to the ATI Platform (including, without limitation, the rights of any Customers or Named Users) granted hereunder will immediately cease, and Company shall immediately cease all use of the ATI Platform, and shall insure that all Customers and Named Users discontinue all use of the ATI Platform. Company shall erase and uninstall from all servers, computers, systems and other equipment or storage devices the ATI Client Software and all copies thereof and any other parts of the ATI Platform, and certify in writing Company's compliance with this Section. Any amounts owed to ATI under this Agreement prior to its termination or expiration shall become due and payable immediately upon such termination or expiration.

10.4 **Survival.** All definitions and Sections 1, 2.2, 3, 6, 7, 8, 9, 10, 11, 12 and 13 will survive the termination of this Agreement for any reason.

## 11. Confidentiality.

11.1 Each party ("**Receiving Party**") shall keep confidential all information (whether in written or oral form) and materials provided by the other party (collectively, "**Disclosing Party**") that is marked as confidential or proprietary or that the Receiving Party should reasonably recognize as such due to its contents and/or the circumstances surrounding its disclosure ("**Confidential Information**"). Company agrees that the ATI Platform (and any trade secrets and other information and intellectual property contained therein),

pricing, discounts and other terms offered to Company, including, without limitation, the material terms of this Agreement, any functional limitations of, or Errors, and any other materials provided by ATI or its affiliates are the confidential property of ATI. The Receiving Party shall keep and instruct its employees, contractors and agents, and in the case of Company, its Customers and Named Users, to keep Confidential Information confidential by using at least the same care and discretion as used with the Receiving Party's own Confidential Information, but in no case less than a prudent and reasonable standard of care. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any third party, and shall only disclose it to those of its employees, contractors and agents, and in the case of Company, to its Customers and Named Users who have a reasonable need to know under this Agreement where such employees, contractors and agents, and in the case of Company, Customers and Named Users, are bound by a written confidentiality agreement with the Receiving Party not materially less protective than the terms of this Agreement. The Receiving Party shall be liable for any breach of this Section by its employees, contractors and agents, and in the case of Company, Customers and Named Users. The Receiving Party shall not use Confidential Information other than for purposes of performing its obligations hereunder or as authorized by the Disclosing Party. If either party, its employees, contractors, or agents, or in the case of Company, its Customers or Named Users, breaches or threatens to breach the obligations of this Section 11.1, the affected party may seek injunctive relief from a court of competent jurisdiction without the requirement of posting a bond, in addition to its other remedies, as the inadequacy of monetary damages and irreparable harm are acknowledged. The terms of this Agreement shall constitute Confidential Information, provided that each party may disclose the terms of this Agreement (a) in confidence, to its legal counsel, accountants, banks, and current and prospective financing sources and their advisors, or in connection with an actual or proposed merger or acquisition, and (b) in connection with the enforcement of its rights under this Agreement.

**11.2** A party will not be obligated under Section 11.1 with respect to information that it can document: (a) is or has become readily publicly available without restriction through no fault of such party or its personnel; (b) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was

rightfully in such party's possession without restriction prior to its disclosure by the other party. Nothing in this Agreement will prohibit Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("**Required Disclosure**"); provided that Receiving Party shall: (i) give Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (ii) cooperate with Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

## **12. Data and Privacy.**

**12.1 Data Processing.** ATI may Process the Personal Data as instructed in writing by Company, Customer, or a Named User. Company hereby instructs ATI to Process Personal Data as contemplated by the parties in this Agreement and in any documentation for the ATI Platform, and agrees that such instruction shall remain in force throughout the Term. To the extent Company, Customer, or a Named User provides any instructions to ATI regarding Processing of Personal Data that are not expressly provided for herein, ATI's compliance with such instructions shall be subject to: (a) Company's payment of Fees and reimbursement of expenses if compliance requires non-incident time spent by ATI personnel or out-of-pocket expenses; and (b) technical feasibility.

**12.2 Company Instructions.** Company acknowledges that ATI is reliant on Company alone for direction as to the extent ATI is entitled to Process Personal Data hereunder. Consequently, ATI shall have no liability in circumstances where Company, Data Subject, or a data protection authority makes a claim or complaint with regards to ATI's actions that reasonably relate to instructions received from Company, Customer, or a Named User.

**12.3 Representation and Warranty.** Company represents and warrants that Company has all rights, title, authority, licenses and consents necessary to transfer to ATI all Data that it provides to ATI.

**12.4 Data Transmission and Access.** Company acknowledges and agrees that Personal Data may be accessed from and/or transmitted by ATI to countries in which ATI has data Processing facilities, including the United States of America. Without limiting anything else in this Agreement, Company represents and warrants that, subject to Company's cooperation, it shall make all

necessary registrations and disclosures and obtain all necessary consents for such access to and/or transmission of Personal Data by ATI.

**12.5 Security Measures.** Each party shall use reasonable efforts to ensure that its personnel who may have access to Personal Data in connection with this Agreement shall be reasonably trained in the handling of Personal Data and the need for security measures with respect thereto. Company is responsible for taking appropriate measures to maintain appropriate security and protection of Data. Company acknowledges and understand that there is an inherent risk in electronic storage and in the transmission of Data over the internet, and agrees to rely solely on its own back-up copies of any Data stored in or transmitted through the ATI Platform should the Data become lost or damaged for any reason. At no time will ATI be responsible for recovering or retrieving any Data stored or transmitted by Company in using the ATI Platform or for any unauthorized access to Data.

**12.6 Subcontractors.** ATI may use subcontractors (including its affiliates) to provide Processing services on its behalf in accordance with the terms of this Agreement.

**12.7 Support.** Each party shall reasonably support the other party in dealing with requests from Data Subjects and/or a governmental authority with respect to the Processing of Personal Data and in ensuring compliance of the ATI Platform and the provision thereof with all applicable laws, rules and regulations.

### **13.General Provisions.**

**13.1 Press Release.** Within thirty (30) days after the Effective Date, ATI may, with Company's consent, which must not be unreasonably withheld, issue a press release announcing the relationship between the parties and describing certain aspects of that relationship.

**13.2 Use of Company's Name and Marks.** Company agrees that ATI may, at ATI's expense, use Company's name, logo and trademarks thereof, and may disclose that Company uses the ATI Platform, in ATI advertising, marketing, promotion and similar public disclosures with respect to the ATI Platform.

**13.3 Compliance with Laws and Export Regulations.** Company must comply with all applicable laws, statutes, rules, and regulations concerning its use of the ATI Platform including any and all laws or governmental regulations, in any jurisdiction, relating to the handling, treatment and protection of Data, including Personal Data. Company must not acquire, ship, transport, export

or re-export the ATI Client Software, directly or indirectly, into any country in violation of any applicable law (including, but not limited to, the United States Export Administration Act and the regulations promulgated thereunder) nor will Company use the ATI Client Software or any other part of the ATI Platform for any purpose prohibited by such laws.

**13.4 Audits and Inspections.** Upon written request from ATI, Company must furnish ATI with information requested by ATI, including a signed certification stating (a) that the ATI Platform is being used pursuant to the Terms and Conditions of this Agreement, including any copy and use limitations; and (b) the size of the Licensed Site.

**13.5 Assignment.** Company may not assign, delegate or transfer, including by operation of law, sale of assets, merger and otherwise, any of its rights or obligations (in whole or in part) under this Agreement to any third party without ATI's prior written consent. Any attempted assignment, delegation or transfer in violation of the foregoing will be void and of no force or effect.

**13.6 High Risk Activity.** Company acknowledges and agrees that the ATI Platform is not intended for use with any high risk or strict liability activity, including, without limitation, air or space travel, technical building or structural design, power plant design or operation, life support or emergency medical operations, or control of critical equipment, and that ATI makes no warranty and will have no liability arising from any use of the ATI Platform in any high risk or strict liability activities.

**13.7 Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile (fax), or certified or registered mail, (postage prepaid and return receipt requested) to the other party, and will be effective upon receipt or five (5) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

**13.8 Governing Law and Venue.** This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of the State of Massachusetts without regard to its conflict of laws principles. The Parties hereby submit to the personal jurisdiction of, and agree venue is proper in, the state courts located in Suffolk County, Massachusetts and the federal courts located in the District of Massachusetts, as appropriate.



**13.9 Negotiation and Escalation of Disputes.** If any controversy or claim arises relating to this Agreement, the parties will attempt in good faith to negotiate a solution to their differences, including progressively escalating any controversy or claim through senior levels of management. If negotiation does not result in a resolution within thirty (30) days of the date when one party first notifies the other of the controversy or claim, either party may resort to mediation under Section 13.10.

**13.10 Mediation.** Mediation shall commence in Boston, Massachusetts, no later than thirty (30) days following a party's notice to the other party requesting mediation. Unless otherwise agreed by the parties, a party shall have no obligation to mediate under this Section 13.10 if the party receiving notice fails to appear for mediation within such thirty (30) day period. Each party shall have no more than four (4) hours to present its case. The mediator shall decide the dispute immediately following the conclusion of the parties' presentation. Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties. Following mediation, the parties shall be entitled to seek any available legal or equitable remedy. Notwithstanding the foregoing, either party may, at any time, without waiving any remedy under this Agreement, seek from any court having jurisdiction, interim or provisional relief that is necessary to protect the rights or property of that party.

**13.11 Remedies.** Except as provided in Sections 8 and 9, the parties' rights and remedies under this Agreement are cumulative. Company acknowledges and agrees that the ATI Platform contains valuable trade secrets and proprietary information of ATI, that any actual or threatened breach of Sections 2, 3 or 11 will constitute immediate, irreparable harm to ATI for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**13.12 Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13.13 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deleted and re-interpreted to the extent necessary to comply with law

and interpreted and substituted to accomplish the objectives of such provision to the greatest extent possible under applicable law. The remaining provisions of this Agreement will continue in full force and effect.

**13.14 Entire Agreement.** This Agreement, including the Order Form, the Exhibits and any other documents attached hereto by ATI (all of which are hereby incorporated herein by reference), constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. Unless expressly accepted in writing by ATI in a manner that specifically references this Agreement, any terms on any purchase order or similar document submitted by Company to ATI that purport to amend, alter, modify or add to the Terms and Conditions of this Agreement are hereby deemed to be offers to amend this Agreement that are rejected by ATI, and such terms will have no force or effect.

**13.15 Construction & Interpretation.** When a reference is made in this Agreement to a section, such reference will be to a section of this Agreement, unless otherwise clearly indicated to the contrary. Whenever the words "include," "includes" or "including" are used in this Agreement they will be deemed to be followed by the words "without limitation". The words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, exhibit and schedule references are references to the sections, exhibits and schedules of this Agreement, unless otherwise specified. The plural of any defined term will have a meaning correlative to such defined term and words denoting any gender will include all genders and the neuter. Where a word or phrase is defined herein, each of its other grammatical forms will have a corresponding meaning. Any reference to a party will include such party's permitted successors and permitted assigns. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. No prior draft of this Agreement will be used in the interpretation or construction of this Agreement. Each provision of this Agreement will be given full separate and independent effect. Although the same or similar subject matters may

be addressed in different provisions of this Agreement, except as expressly provided in this Agreement, each such provision will be read separately, be given independent significance and not be construed as limiting

any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

**Exhibit A**  
**ATI Client Software**

**Product:** Armored Things provides a crowd analytics platform that provides a heatmap of people and movement in a venue or campus in real-time, historically and predictively by fusing data from existing security and information technology infrastructure. The core Armored Things product includes the following:

- Web-based and mobile dashboards providing visualization of Armored Things' spatial and crowd intelligence
- Live and historical heatmaps, zone views, and aggregate views of space
- Historical reviews of data visualized through dashboard
- Comparative zone review features for analysis across time and space
- AI/ML-based predictive analysis
- Query tool for auditing and investigating Armored Things data
- Decision support through web-based and mobile alerting system
- Data review and export capabilities

**Services:** Armored Things provides support for the base software offering through online chat and regular review and feedback sessions. Support includes regular bug fixes, stability and product improvement updates, and may include new and enhanced features.

**Exhibit B**  
**Open Source Software**