

HARDWARE SERVICES SUBSCRIPTION AGREEMENT

This **Hardware Services Subscription Agreement** (“Agreement”) is entered into by and between Renaissant, Inc. (“Renaissant”), and **[CUSTOMER]** (“Customer”), for the provision of services in accordance with the following terms and conditions. When used herein the term “Agreement” includes the body of this Agreement and all addendums, exhibits, and attachments hereto or referenced herein, Renaissant’s Privacy Policy (available at <https://renaissant.com/privacy/>) and Terms of Use (available at <https://renaissant.com/privacy/>) (collectively, the “Policies”), and each Order Form. “Order Form” means a document mutually agreed to by the Parties that references this Hardware Services Subscription Agreement and defines the specific module, functionality, pricing, and other details related to the Hardware and its implementation at a Site (as defined below). In the event of any irreconcilable conflict between the following body of this Agreement, the Policies, Order Form, and/or an addendum, exhibit, schedule, or other attachment, the terms set forth in the body of this Agreement will govern. Renaissant and Customer may be referred to in this Agreement individually as a “Party” and together as the “Parties.”

1. Term. This Agreement shall commence upon Customer’s first use of the Services (the “Effective Date”) and continue in full force for **[one (1)]** year thereafter (the “Initial Term”) unless otherwise earlier terminated in accordance with Section 11. Following the Initial Term, this Agreement shall automatically renew for successive **[one (1)]** year renewal terms (each a “Renewal Term”) unless either Party gives written notice to the other Party of its intent not to renew this Agreement at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. The Initial Term together with each subsequent Renewal Term shall be referred to herein as the “Term”.

2. Services

2.1 Hardware. Renaissant shall install and maintain its ISR camera system (the “Hardware”) at each Customer site identified in an Order Form (each a “Site” and collectively the “Sites”) in accordance with the applicable Order Form. The provision of such Hardware and the foregoing installation and maintenance shall be performed by those certain third-party hardware provider(s) identified in the Order Form and/or the Hardware Partner Terms and Conditions attached hereto as Exhibit B (“Hardware Partners”). The Parties may from time to time add a Site(s) by executing an Order Form for such Site(s). Customer grants to Renaissant a non-exclusive royalty-free license to enter onto the Sites, through its Hardware Partners and their respective employees, agents, and contractors to install and maintain the Hardware.

2.2 Access to and Use of the Services. Subject to the terms and conditions of this Agreement, including Customer’s payment of all relevant fees, Renaissant grants to Customer a non-exclusive, non-transferable, non-sublicensable subscription to access and use the Hardware and the related online portal and associated tools provided by Renaissant (collectively, the “Portal”) and any applicable Documentation at each Site during the “Subscription Term” set forth in such Order Form. The Hardware together with the Portal shall be collectively referred to herein as the “Services”. If Customer is required to agree to any third-party software licenses or other third-party terms and conditions, Customer shall be responsible for complying with such third-party terms and conditions and for compliance by its End Users. “End Users” means Customer’s employees, contractors, and representatives who are authorized to access and use the Services on Customer’s behalf.

2.3 Third Party Items. Renaissant does not control, and will under no circumstances be liable or responsible for, any use of the Services in conjunction with any content, hardware, software, technology, or services not provided by Renaissant or its Hardware Partners (“Third Party Items”). All such use will

be at Customer’s sole risk and liability. The ability to use Third Party Items in connection with the Services does not imply any endorsement by, and Renaissant makes no representations or warranties with respect to, any Third Party Items.

2.4 Restrictions. Customer and its End Users may only use the Services as described in this Agreement, including the applicable Order Form, and in the then-current documentation, specifications, and instructions regarding the Services, including online help screens contained within the Portal, made generally available by Renaissant or its Hardware Partners to their respective customers and modified from time to time (the “Documentation”). Customer is responsible for ensuring its End Users comply with all relevant terms of this Agreement, and any and any failure to comply will constitute a breach by Customer. Except as expressly authorized by this Agreement, Customer will not, and will not allow any End User or other third party to, (a) permit any third party to access or use the Services other than an End User, (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services, except to the extent expressly permitted by Applicable Law, (c) use the Services or any Renaissant CI to develop a competing product or service, (d) use, or allow the transfer, transmission, export, or re-export, of the Services or portion thereof, in violation of any export control laws, or (e) remove or modify any copyright, trademark, proprietary rights, disclaimers, or other marks included or embedded in the Documentation or Services. Renaissant and its Hardware Partners reserve the right to modify the Services for any reason, without notice and without liability to Customer, to comply with Applicable Law.

2.5 Support. During the Term, Renaissant will provide Customer with reasonable support in connection with Customer’s authorized use of the Services during Renaissant then-current business hours. Renaissant will use commercially reasonable efforts to correct reproducible failures of the Services to perform in substantial accordance with the then-current Documentation.

2.6 Availability. Renaissant shall take commercially reasonable measures to ensure the Services are available for access and use by in accordance with the Service Level Agreement attached hereto as Exhibit A.

2.7 Customer Responsibilities. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services at each Site, including power, telecommunication and Internet connections, and the like. Customer shall also be responsible for maintaining the security of the foregoing equipment and services, Customer’s login information, passwords and files, and the Hardware at its Sites. For the avoidance of doubt, Customer acknowledges and agrees that Renaissant does not operate or control the Sites, and will not be responsible for any damage or

unauthorized access to the Hardware at its Sites. Customer further acknowledges and agrees that Customer is responsible for all uses of Customer and End User accounts and any other access or use of the Services by End Users, with or without Customer's knowledge or consent.

3. Services Fees

3.1 Fees and Payment Terms. Customer agrees to pay Renaissance's then-current subscription fees associated with the Services as set forth in an Order Form. Except as specifically provided hereunder, all fees are non-refundable. Customer will pay all invoices within fifteen (15) days of invoice date. Overdue payments will be subject to late charges equal to the lesser of (a) one and one half percent (1.5%) per month the overdue amount, or (b) the maximum amount permitted under Applicable Law. Renaissance may increase fees annually by providing thirty (30) days advanced notice to Customer prior to the commencement of the applicable fee increase.

3.2 Taxes. Customer shall be responsible for those sales, use, and similar taxes associated with its use and receipt of the Services, if any, excluding taxes based on Renaissance's real property, personal property, income, personnel, or similar taxes not directly based on Customer's use or receipt of the Hardware.

4. Representations and Warranties

4.1 Customer Warranty. Customer represents and warrants that: (a) it has full power, capacity, and authority to enter into this Agreement and to grant the licenses set forth herein; (b) the Customer Data does not and will not infringe the intellectual property ("IP"), publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of any applicable foreign, federal, state, or local laws, rules, or regulations (including applicable policies and laws related to spamming, privacy, or consumer protection) (collectively, "Applicable Law"); and (c) its use of the Services will be in compliance with all Applicable Law.

4.2 Renaissance Warranty. Renaissance represents and warrants that: (a) it has full power, capacity, and authority to enter into this Agreement; (b) the Services will substantially comply with the Documentation; and (c) it shall comply with Applicable Law in performing this Agreement. In the event of a breach of the warranty in this Section, Renaissance's sole and exclusive liability and Customer's sole and exclusive remedy will be for Renaissance to use commercially reasonable efforts to correct the defect in the Services.

4.3 Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 4.2, THE SERVICES ARE PROVIDED "AS IS," "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN SECTION 4.2, RENAISSANT AND ITS VENDORS AND LICENSORS, INCLUDING ITS HARDWARE PARTNERS, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR NON-INFRINGEMENT. RENAISSANT DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT ANY DATA PROVIDED BY RENAISSANT OR THROUGH THE SERVICES WILL BE ACCURATE OR COMPLETE. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET.

CUSTOMER ACKNOWLEDGES AND AGREES THAT RENAISSANT AND ITS VENDORS AND LICENSORS, INCLUDING ITS HARDWARE PARTNERS, DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA OR SOFTWARE MAY BE TRANSFERRED OVER THE INTERNET; AND (B) UNAUTHORIZED USERS MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, PROPERTIES, OR SYSTEMS. RENAISSANT WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

5. Proprietary Rights; Data

5.1 Services. Customer acknowledges and agrees that (a) the Services are protected by IP rights, as applicable, of Renaissance and its vendors and licensors, including its Hardware Partners, and that Customer has no right to transfer or reproduce the Services or prepare any derivative works with respect to, or disclose CI pertaining to, the Services or any part thereof, and (b) as between the Parties, Renaissance owns all right, title, and interest in and to: (i) the Services, including any changes or modifications made to the Services, together with any and all ideas, processes, techniques, designs, architecture, user interfaces, and "know-how" embodying the Services and any reporting, record databases, engineering and research data, and proprietary protocols contained in or accessible through the Services; (ii) the data collected by the Services, excluding any Customer Data contained therein; and (iii) the enriched data produced by or created through the use of the Services ("Services Output"). Under no circumstances will Customer be deemed to receive title to any portion of the Services, title to which at all times will vest exclusively in Renaissance and its Hardware Partners. Customer will not use any Renaissance IP, data, or CI to contest the validity of any IP rights of Renaissance or its licensors, and any such use of the foregoing will constitute a material, non-curable breach of this Agreement.

5.2 Services Output. Subject to the terms and conditions of this Agreement, including Customer's payment of all relevant fees, Renaissance grants to Customer an exclusive (even as to Renaissance) license during the Term to use the Services Output in connection with Customer's business.

5.3 Customer Data. As between Customer and Renaissance, Customer shall own all right, title, and interest in and to the data Customer and/or its End Users load into the Services ("Customer Data"). Customer grants Renaissance a non-exclusive, world-wide, royalty-free license to use the Customer Data for purposes of performing this Agreement. Customer is responsible for obtaining all rights, permissions, consents, and authorizations with respect to the Customer Data. Customer shall comply with all Applicable Law related to Customer Data and with all legal duties applicable to Customer.

5.4 Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Renaissance with respect to its products and services. Feedback is voluntary and Renaissance is not required to hold it in confidence. To the extent a license is required under Customer's IP rights to make use of the Feedback, Customer grants Renaissance an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Renaissance's business, including the enhancement of Renaissance's products and services.

5.5 Usage Data. Renaissance shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including information concerning and derived from Customer Data), and may (a) use such information to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Renaissance offerings, and (b) disclose such information solely in aggregated or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

6. Confidentiality

6.1 Confidential Information. Each Party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "CI" of the Disclosing Party). CI of Renaissance includes the existence or terms of this Agreement and any non-public information regarding features, functionality, and performance of the Services. The Receiving Party agrees: (a) to take reasonable precautions to protect CI, and (b) not to use (except in provision of the Services, or as otherwise permitted herein) or divulge to any third person any CI. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any CI of the Disclosing Party. Each Party's CI shall remain the sole and exclusive property of that Party.

6.2 Compelled Disclosures. To the extent required by Applicable Law or by lawful order of a court or governmental authority, the Receiving Party may disclose CI in accordance with such requirement; provided that the Receiving Party: (a) promptly notifies the Disclosing Party in writing of such requirement; and (b) cooperates with the Disclosing Party regarding any measures taken by the Disclosing Party in limiting such disclosure. Any such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to CI so disclosed.

6.3 Non-Exclusive Equitable Remedy. Each Party acknowledges and agrees that due to the unique nature of CI any breach of its obligations hereunder will result in irreparable harm to the other Party, and therefore, any such breach or any threat thereof will entitle each Party to appropriate equitable remedies and to seek injunctive relief, in addition to whatever remedies it might have at law or equity.

7. Indemnification

7.1 By Renaissance. Renaissance agrees to defend, indemnify, and hold harmless Customer and its directors, officers, agents, employees, members, subsidiaries, and successors in interest (collectively "Customer Indemnitees") from and against any claim, action, investigation, proceeding, liability, loss, damage, fine, cost, or expense, including attorneys' fees, experts' fees, and court costs (each a "Claim"), arising out of any claim by a third party that Customer's authorized use of the Services infringes that third party's U.S. copyright, trade secret, or other IP rights.

Renaissance shall have no obligation to indemnify Customer to the extent the claimed infringement arises from or is based on (i) the Customer Data, (ii) specifications provided by Customer or its agents, (iii) use of the Services in combination with any Third Party Items, (iv) violation of law or this Agreement by Customer or its End Users, or (v) misuse of the Services (the "Excluded Claims"). If Customer's use of the Services becomes, or in Renaissance's opinion is likely to become, the subject of an infringement claim, Renaissance shall either procure the right for Customer to continue to use the Services or to replace or modify the Services with technology of comparable quality and performance capabilities to become non-infringing. If in Renaissance's sole discretion, neither alternative is reasonably possible, Renaissance may elect to immediately terminate this Agreement and return a prorated portion of any pre-paid, unused fees for the Services. The provisions of this Section 7.1 state the sole and exclusive obligations and liability of Renaissance and its licensors and vendors, including Hardware Partners, and Customer's sole and exclusive remedy for any claim of IP infringement arising out of or relating to this Agreement.

7.2 By Customer. Customer agrees to defend, indemnify, and hold harmless Renaissance and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from and against any Claim arising out of (a) any claim by a third party that the Customer Data infringes the IP, publicity, or privacy rights of any person, or (b) the Excluded Claims.

7.3 Procedure. The indemnified Party (the "Indemnitee") shall: (i) give the indemnifying Party (the "Indemnitor") prompt written notice of any Claim; and (ii) allow the Indemnitor to control, and fully cooperate with the Indemnitor (at the Indemnitor's sole expense) in, the defense and all related negotiations. Indemnitor shall not enter into any stipulated judgment or settlement that purports to bind the Indemnitee without the Indemnitee's express written authorization, which shall not be unreasonably withheld or delayed.

8. Disclaimer of Consequential Damages; Limitation of Liability. IN NO EVENT SHALL RENAISSANT, ITS VENDORS OR LICENSORS, INCLUDING ITS HARDWARE PARTNERS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH RENAISSANT'S PERFORMANCE UNDER THIS AGREEMENT, USE OF OR INABILITY TO USE THE SERVICES, OR ANY CLAIM BY ANY OTHER PARTY, EVEN IF RENAISSANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF RENAISSANT AND ITS VENDORS AND LICENSORS, INCLUDING ITS HARDWARE PARTNERS, TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED THE FEES ACTUALLY PAID DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY BY CUSTOMER FOR THE SERVICES OR PORTION OF THE SERVICES GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS

WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

9. Termination

9.1 Termination. Each Party shall have the right to terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment) in the event the other Party materially breaches any provision hereof. Either Party may terminate this Agreement upon written notice, immediately, if (a) insolvency, receivership, bankruptcy, or any other debt settlement proceedings are instituted by or against the other Party, (b) the other Party makes a general assignment for the benefit of its creditors, or (c) the other Party dissolves or suspends the transaction of its business for a period in excess of thirty (30) days.

9.2 Suspension. Renaissant may, in its sole discretion, immediately suspend provision of the Services at any individual Site(s) or all Sites: (a) to prevent damage, risk to, or degradation of, the Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Renaissant or its Hardware Partners from potential legal liability; or (d) in the event an invoice remains unpaid for more than thirty (30) days. Renaissant will use reasonable efforts to notify Customer prior to or promptly following any suspension and: (a) for suspension pursuant to items (a), (b), or (c) above, will promptly restore the Services as soon as practicable; and (b) for suspension pursuant to item (d), may, in its sole discretion, elect to restore the Services promptly upon receipt from Customer of all amounts owed (including any applicable interest and fees).

9.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) subject to Section , Customer and all End Users' access to and use of the Services and Services Output will cease; (b) Renaissant will cease to provide the Services, and Customer will pay to Renaissant all fees due to Renaissant incurred hereunder through the effective date of termination (prorated as appropriate); and (c) subject to any retention obligations under Applicable Law, (i) each Party shall return or destroy, at the other Party's option, all CI of the other Party, and (ii) Customer shall destroy all Services Output; provided that the Parties will not be required to remove copies of such information from their backup media and servers where commercially impracticable. If Customer is required pursuant to its retention obligations under Applicable Law to retain any Services Output after termination of this Agreement, Customer must immediately delete such information (y) upon satisfaction or expiration of such obligation, or (z) seven (7) years after initial access to the Services Output, whichever is earlier.

9.4 Survival. The following Sections shall survive any termination of this Agreement: 3, 4.3, 5, 6, 7, 8, 9.3, 9.4, and 10.

10. General

10.1 Affiliates, Subcontractors, and Vendors. Some or all aspects of the Services, including support, may be provided by Renaissant's affiliates, agents, subcontractors, and vendors, including its Hardware Partners. The rights and obligations of Renaissant may be, in whole or in part, exercised or fulfilled by the foregoing entities.

10.2 Force Majeure. Except for the payment of fees hereunder, if either Party cannot perform any of its obligations because of any act of God, court order, war, riot, pandemic, Internet or telecommunications delays and failures, labor difficulties, or any other cause not within the Party's reasonable control and could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure"), then the non-performing Party will: (a) immediately notify the other Party; (b) take reasonable steps to resume performance as soon as possible; and (c) not be considered in breach during the duration of the Force Majeure.

10.3 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions. The Parties waives any objections against and agree to submit to the exclusive personal jurisdiction of the state and federal courts in Wisconsin, including any objections or defenses based upon an inconvenient forum. The prevailing Party in any proceeding to resolve a dispute between the Parties under this Agreement will be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

10.4 Miscellaneous. Renaissant is an independent contractor and is not an agent or employee of, and has no authority to bind, Customer by contract or otherwise. Further, nothing in this Agreement is intended or will be construed to confer upon any third party other than the Parties a right of action under this Agreement. Customer may not assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of Renaissant. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. If any term of this Agreement is found to be unenforceable or invalid for any reason, all other terms will remain in full force and effect. All waivers hereunder must be made in writing by the Party against whom the waiver is to operate, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of this Agreement will not be considered to be a waiver of any other provision. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the Parties. Customer acknowledges and agrees it will not contest the validity or enforceability of this Agreement because it was accepted and/or signed in electronic form. This Agreement, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions, and understandings by or between the Parties. This Agreement may only be amended in a writing

signed by both Parties; provided that Renaissance may modify fees in accordance with Section 3.1.

10.5 Notices. All notices under this Agreement will be in writing and will be deemed given when received, if delivered personally; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices to Renaissance shall be sent to the following address:

Renaissance, Inc.
840 N Old World Third Street
Milwaukee, WI 53202
Attn: Customer Success
Emails: [**]

All notices to Customer shall be sent to the address provided in the Order Form. Either Party may change its notice address giving notice to the other in accordance with this Section.

HARDWARE SERVICES SUBSCRIPTION AGREEMENT

Exhibit A

Service Level Agreement

HARDWARE SERVICES SUBSCRIPTION AGREEMENT

Exhibit B

Hardware Partner Terms and Conditions