

TERMS OF SERVICE

Last Updated: 2023-10-20

THESE TERMS OF SERVICE ("TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND BENOVA AI, A CALIFORNIA CORPORATION ("COMPANY", "WE", OR "US"). THESE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE COMPANY'S IOT DEVICES AND ONLINE PORTALS (COLLECTIVELY, "OUR SERVICES"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "OUR SERVICES" INCLUDE ANY SOFTWARE THAT COMPANY PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS OUR SERVICES FROM A MOBILE DEVICE ("MOBILE APPLICATION").

IN THESE TERMS, "YOU" REFERS TO YOU. IF YOU ARE CREATING AN ACCOUNT IN ORDER TO USE OUR SERVICES ON BEHALF OF AN ORGANIZATION, THEN YOU ARE AGREEING TO THESE TERMS FOR THAT ORGANIZATION AND PROMISING TO US THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS (AND, IN WHICH CASE, "YOU" REFERS TO THAT ORGANIZATION).

YOU MAY BE ASKED TO AGREE TO THESE TERMS IF YOU ARE: (A) AN END CUSTOMER USING COMPANY'S OUR SERVICES ("END CUSTOMER"), (B) A DEALER, RESELLER OR DISTRIBUTOR WHO HAS BEEN AUTHORIZED BY COMPANY TO PURCHASE AND/OR RESELL OUR SERVICES ("COMPANY AUTHORIZED DEALER")

BY USING OUR SERVICES, YOU ARE AGREEING TO ALL THE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE OUR SERVICES.

General Use

Subject to the terms and conditions of these Terms, and your compliance with these Terms, Company hereby grants you a non-exclusive and non-transferable right to access OUR SERVICES, during the term of these Terms, solely for your internal business purposes. Except for the foregoing right, you have no other rights in OUR SERVICES. All rights not expressly granted by the Company to you are reserved.

Using OUR SERVICES

In order to use OUR SERVICES, you must register with the Company for an account. You are responsible for maintaining the confidentiality of your login and password ("Access Credentials"), and you are responsible for all activities that occur using your

Access Credentials. You agree not to share your Access Credentials, let others access or use your Access Credentials or do anything else that might jeopardize the security of your Access Credentials. You agree to promptly notify Company if your Access Credentials are lost, stolen, if you are aware of any unauthorized use of your Access Credentials on OUR SERVICES or if you know of any other breach of security in relation to OUR SERVICES.

All the information that you provide when registering for an account and otherwise through OUR SERVICES must be accurate, complete and up to date. You may change, correct or remove certain information from your account by logging into your account directly and making the desired changes.

Your Responsibilities

You shall not, directly or indirectly, and you shall not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of OUR SERVICES; (b) modify, translate, or create derivative works based on any element of OUR SERVICES; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer your rights to use OUR SERVICES; (d) use OUR SERVICES for time sharing purposes or otherwise for the benefit of any person or entity (other than you or an End Customer to whom you are providing services); (e) remove any proprietary notices from OUR SERVICES; (f) use OUR SERVICES for any purpose other than its intended purpose; (g) interfere with or disrupt the integrity or performance of OUR SERVICES; or (h) attempt to gain unauthorized access to OUR SERVICES or their related systems or networks.

OUR SERVICES may allow you to activate certain advanced analytic features. Certain features may not be available in certain states. You agree not to use restricted features in those prohibited states.

You shall: (a) be solely responsible for all use of OUR SERVICES under your account; (b) use OUR SERVICES only in accordance with these Terms; (c) use OUR SERVICES only in accordance with all applicable laws and regulations, including, without limitation, privacy laws, data protection laws and biometric privacy laws; and (d) provide Company with reasonable cooperation regarding information requests from law enforcement or regulators.

In addition, you are solely responsible for all information, data, photos, videos, graphics, sounds, text, messages, and other content and materials submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of you and received and stored by OUR SERVICES ("Data"). You acknowledge and understand that your Data includes potentially personally-identifiable information. You may not submit, store, post, display,

or otherwise transmit to OUR SERVICES any Data that is protected by any intellectual property rights, privacy rights, publicity rights or other rights of any third party without the express permission of the third party. Without limiting the foregoing, you represent, warrant and covenant that you have provided, and will continue to provide, adequate notices and have obtained, and will continue to obtain, the necessary rights, permissions and consents, including, without limitation, those required under any applicable privacy laws, data protection laws and biometric privacy laws, to provide your Data to Company for use in accordance with these Terms.

You understand and accept that OUR SERVICES are not designed for use outside the United States. Company may restrict access to OUR SERVICES from outside the United States, and even if the Company permits access from outside the United States, some, or all, of OUR SERVICES may not work or be appropriate for use in another country. If you access OUR SERVICES from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. To the extent permissible by law, the Company accepts no responsibility or liability for any damage or loss caused by your access or use of OUR SERVICES from outside the United States.

OUR SERVICES utilize software and technology that may be subject to United States and foreign export controls. You acknowledge and agree that OUR SERVICES shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using OUR SERVICES, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. OUR SERVICES may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. You agree to comply strictly with all applicable export laws.

You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of Company in connection with these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify the Company. You represent and warrant to the Company that you are not currently identified on the Specially Designated

Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”) or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and you are not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

Company is entitled to delete your Data or suspend your access to OUR SERVICES: (a) where you are in breach of these Terms; (b) where removal or blocking of your Data is necessary to protect the security, or integrity of OUR SERVICES, the Company, or any third party; or (c) in order to respond to law enforcement or any other governmental authority.

You shall indemnify and hold harmless Company and its officers, directors, employees, affiliates, agents, licensors, and business partners from claims, suits, actions, demands and proceedings (including action by a government authority) and all losses, damages, costs, expenses (including reasonable attorneys’ fees) and liabilities related thereto arising out of or related to (a) your use of OUR SERVICES or the use of OUR SERVICES by any person using your Access Credentials other than as authorized hereunder, (b) your Data, (c) any claim or demand from a third party or government authority that your use of OUR SERVICES or the use of OUR SERVICES by any person using your Access Credentials violates any applicable law or regulation, including, without limitation, privacy laws, data protection laws and biometric privacy laws, or the intellectual property rights, privacy rights, publicity rights or other rights of any third party, (d) your breach of these Terms, or (e) your access or use of OUR SERVICES from outside the United States. Company has the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of Company’s choosing. You shall fully cooperate with the Company in the defense of any such claim, action, or matter.

Free Services and Paid Services

We may make certain OUR SERVICES available to you on an unpaid or free basis (“Free Services”). All other OUR SERVICES (“Paid Services”) require that you pay fees to either Company or a Company Authorized Dealer that is authorized to resell such OUR SERVICES. Fees may be set forth in an ordering document (“Order Form”) entered into between you and either Company or a Company Authorized Dealer that is authorized to resell such OUR SERVICES.

Fees

If you purchase Paid Services, you agree to pay all applicable fees.

Except as otherwise expressly stated in an Order Form, all fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "Taxes"). You will pay all Taxes associated with your order, except such Taxes imposed on or measured by the Company's net income.

Except as otherwise expressly stated herein or in an Order Form, payment obligations are non-cancelable and non-refundable. Fees payable will be made without setoff or counterclaim, and without any deduction or withholding.

If Company does not receive fees by the due date, then at Company's discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. In addition, except as otherwise expressly stated in an Order Form, if any amounts owed by you are ten or more days overdue, Company may, without limiting Company's other rights and remedies, suspend or terminate your access to OUR SERVICES and account and terminate these Terms.

Company may make available to you a variety of licenses, including, without limitation, usage-based licenses. Company's fees for usage-based licenses will be as communicated in writing by Company to you from time to time, and Company reserves the right to change Company's fees for usage-based licenses, except that any changes will not apply retroactively.

Proprietary Rights

As between you and Company, all right, title and interest in OUR SERVICES, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Company or Company's licensors and providers, as applicable. You hereby grant Company a royalty-free, fully paid-up, worldwide, transferable, irrevocable, perpetual license (with rights to sublicense through multiple tiers of sublicensees) to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, publicly perform, practice and exploit all evaluations, ideas, feedback and suggestions made by you to Company regarding OUR SERVICES (collectively, "Feedback") and all intellectual property rights in the Feedback.

You grant to Company a non-exclusive, royalty-free, fully paid-up, worldwide, transferable license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute your Data to provide OUR SERVICES to you

during the term of your Order Form, or if you are using Free Services, during the period during which you have an account to access the Free Services. Company agrees to use any personally identifiable information contained in any of your Data in accordance with Company's Privacy Policy.

You acknowledge and agree that OUR SERVICES provided to you include the improvement of such OUR SERVICES, and accordingly, Company may use your Data for the purposes of improving OUR SERVICES. Company may, unless prohibited by applicable law, de-identify and/or anonymize your Data and any other data and information relating to your use of OUR SERVICES (with the resulting de-identified or anonymized data and information being referred to herein as "De-identified Data") and aggregate such De-identified Data, including without limitation aggregation with other information received by Company from its other customers and from other data sources (collectively, "Aggregated Data") for the purpose of providing OUR SERVICES and enhancing the features, functions, and performance of OUR SERVICES. All De-identified Data and Aggregated Data shall be owned solely and exclusively by the Company. You further acknowledge and agree that De-identified Data and Aggregated Data cease to be personal information, and Company may, during and after the term of these Terms, use, reproduce, disclose, distribute, sell and otherwise commercialize such De-identified Data and Aggregated Data.

Your Company Authorized Dealer may assist you with technical support. You acknowledge and agree that Company may give your Company Authorized Dealer access to your contact information, your device information, and information regarding your subscription and licenses.

Automatic Software Updates

Company may, from time to time, develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of OUR SERVICES and/or the hardware products with which you use OUR SERVICES ("Updates"). These may be automatically installed, including, without limitation, installation on the hardware products with which you use OUR SERVICES, without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your account and stop using OUR SERVICES.

Commercial Items

The Mobile Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R.

§12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Company Warranties

If you purchase Paid Services directly from Company (as opposed to purchasing Paid Services from a Company Authorized Dealer or using Free Services), the Company represents and warrants to you as follows:

- The Paid Services will conform to Company's published end user documentation in all material respects during your term of access thereto as set forth in your Order Form.
- Company will provide Paid Service in a manner that complies with applicable law in all material respects.
- Company will use commercially reasonable efforts to prevent the transmission of viruses or similar malicious software to you via the Paid Services.
- Company is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.
- Company will comply with all applicable export laws.
- Company has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of yours in connection with these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- Company is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and Company is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

Company IP Indemnity

- If you purchase Paid Services directly from Company (as opposed to purchasing Paid Services from a Company Authorized Dealer or using Free Services), Company shall defend you from and against any and all actions, proceedings, claims and demands by a third party alleging that the Paid Services infringe any intellectual property rights of any third party. Company shall pay damages, costs

and expenses, including attorneys' fees and costs (whether by settlement or award of a final judicial judgment) paid to the third party bringing any such third-party claim. Company's obligations under this paragraph are conditioned upon (x) Company being promptly notified in writing of any claim under this paragraph, (y) Company having the sole and exclusive right to control the defense and settlement of the claim, and (z) you providing all reasonable assistance (at Company's expense and reasonable request) in the defense of such claim. In no event shall you settle any claim without the Company's prior written approval. You may, at your own expense, engage separate counsel to advise you regarding a third-party claim and to participate in the defense of the claim, subject to Company's right to control the defense and settlement. If any claim which Company is obligated to defend has occurred, or in Company's determination is likely to occur, Company may, in its sole discretion and at its option and expense (a) obtain for you the right to use the Paid Services, (b) substitute a functionality equivalent, non-infringing replacement for such the Paid Services, (c) modify Paid Services to make it non-infringing and functionally equivalent, or (d) terminate these Terms and your Order Form and refund to you on a prorated basis any prepaid and unused fees for the Paid Services. Notwithstanding anything to the contrary in these Terms, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) your use of infringing Data, (ii) use of the Paid Services in combination with any software, hardware, network or system not supplied by Company where the alleged infringement relates to such combination, (iii) any modification or alteration of the Paid Services other than by Company, (iv) your continued use of the Paid Services after Company notifies you to discontinue use because of an infringement claim, or (v) your violation of applicable law. THE FOREGOING STATES THE ENTIRE LIABILITY OF COMPANY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY OUR SERVICES OR OTHERWISE, AND YOU HEREBY EXPRESSLY WAIVE ANY OTHER LIABILITIES OR OBLIGATIONS OF COMPANY WITH RESPECT THERETO.

Third Parties Using OUR SERVICES

COMPANY DOES NOT CONTROL THIRD PARTIES USING OUR SERVICES, AND THIRD PARTIES USING OUR SERVICES DO NOT HAVE THE RIGHT TO BIND COMPANY TO ANY CONTRACT, AGREEMENT OR UNDERTAKING. COMPANY WILL NOT HAVE ANY LIABILITY UNDER ANY CONTRACT ENTERED INTO BETWEEN YOU AND ANY THIRD PARTY USING OUR SERVICES, AND COMPANY IS NOT RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ANY THIRD PARTY USING OUR SERVICES.

Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH OUR SERVICES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT UNDER THE UCC.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT WARRANT THAT: (A) THE USE OF OUR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) OUR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED THROUGH OUR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (E) OUR SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN OUR SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE OUR SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU DIRECTLY TO COMPANY FOR OUR SERVICES IN THE TWELVE MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU PURCHASE PAID SERVICES, WITH RESPECT TO SUCH PAID SERVICES:

- THE FOREGOING LIMITATION ON LIABILITY PROVISIONS IN FAVOR OF COMPANY WILL NOT APPLY TO COMPANY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.
- EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS, YOUR VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, AND YOUR FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOU BE LIABLE TO COMPANY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF YOU KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.
- EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS, YOUR VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, YOUR FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AND YOUR OBLIGATION TO PAY FEES UNDER ORDER FORMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU SHALL NOT BE LIABLE TO COMPANY FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS AGAINST YOU BY COMPANY, EXCEED THE AGGREGATE OF FEES PAID AND PAYABLE BY YOU FOR OUR SERVICES IN THE TWELVE MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT YOU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

Changes

Company may make changes to OUR SERVICES at any time. In addition, Company can change, update, or add or remove provisions of these Terms, at any time, by posting the updated Terms on OUR SERVICES or otherwise providing notice to you, provided that, if you purchase Paid Services, any changes that materially reduce Company's obligations under these Terms with respect to those Paid Services do not apply during the then-current term of the applicable Order Form. By using OUR SERVICES after Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using OUR SERVICES.

Termination, Auto-Renewal and Survival

If you use Free Services, with respect to such Free Services, either party may terminate these Terms for any reason or for no reason upon written notice to the other party.

If you purchase Paid Services, these Terms continue for the duration of the subscription period set forth in your Order Form, except that (i) either party may terminate these Terms (including any and all Order Forms) upon written notice to the other party in the event the other party commits a material breach of these Terms and fails to remedy such material breach within 30 days of written notice of such material breach (or in case of your failure to pay fees, within 10 days of written notice of such failure), and (ii) Company may suspend or terminate usage-based licenses in Company's sole discretion upon written notice to you.

If you purchase Paid Services directly from Company (as opposed to purchasing Paid Services from a Company Authorized Dealer or using Free Services), except as otherwise set forth in your Order Form, your subscription (and these Terms) shall automatically renew for additional periods equal to the subscription period set forth in your Order Form unless, at least 30 days prior to the expiration of your then-current subscription period, (i) you notify our Support [support@benova.ai] that you do not wish to renew or (ii) Company gives you notice through OUR SERVICES interface or other written notice that Company does not want to renew. If your subscription automatically renews, you will continue to be charged to the payment method you selected.

If you purchase Paid Services directly from Company (as opposed to purchasing Paid Services from a Company Authorized Dealer or using Free Services), and you have paid Company for the first month of your initial subscription period, you may nonetheless cancel your subscription within the first 14 days of your initial subscription period by contacting our Support [support@benova.ai]. In that case, the subscription will terminate at the end of the first month of your initial subscription period. No refund will

be given to you, but you will not be billed for the remainder of your initial subscription period. After the first 14 days of your initial subscription period, you may not cancel your subscription prior to the end of your initial subscription period.

Upon any termination of these Terms, your account terminates, and you must cease any further use of OUR SERVICES. If you purchase Paid Services, Company will make your Data available to you through OUR SERVICES, solely for purposes of you retrieving your Data, for a period of 30 days after termination of these Terms.

The termination or expiration of these Terms for any reason shall not affect the Company's rights or your obligations that expressly or by their nature continue and survive (including, without limitation, the provisions concerning intellectual property ownership, limitation on liability, indemnity, license to use Feedback, right to use De-identified Data and Aggregated Data, warranties, and the warranty disclaimers).

Mobile Applications

Company makes available Mobile Applications to access OUR SERVICES via a mobile device. To use the Mobile Application, you must have a mobile device that is compatible with the mobile service. Company does not warrant that the Mobile Application will be compatible with your mobile device. Company hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, during the term of these Terms, solely for your internal business purposes.

The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Company and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and Company only, and not with Apple, Inc. ("Apple").
- Your use of Company's iOS App must comply with Apple's then-current App Store Terms of Service.
- Company, and not Apple, is solely responsible for our iOS App and the services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the

maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that Company, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of Company’s iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Company provides to you designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms are between you and Company only, and not with Google, Inc. (“Google”).
- Your use of Company’s Android App must comply with Google’s then-current Google Play Terms of Service.
- Google is only a provider of Google Play where you obtained the Android App. Company, and not Google, is solely responsible for Company’s Android App and the services and content available thereon. Google has no obligation or liability to you with respect to Company’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Company’s Android App.

General

California state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any disputes relating to these Terms or OUR SERVICES will be heard in the courts located in the federal courts of the Northern District of California or the state courts located in San Mateo County, California, as applicable. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Company's failure to enforce any of these Terms is not a waiver of such term. Neither party may assign its rights under these Terms without the prior written consent of the other party. Any assignment permitted hereunder will be subject to the written consent of the assignee to all of the terms and provisions of these Terms. Any attempted assignment in derogation of this section will be null and void. Notwithstanding the foregoing, either party may, without the other party's consent, assign its rights under these Terms to any person or entity in connection with a merger or an acquisition, divestiture, or sale of all or substantially all of its assets to which these Terms relates. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect. Company shall not be liable for any failure or delay in performance under these Terms or any Order Form due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; epidemics or pandemics; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction; or any other event beyond the reasonable control of Company. These Terms and any Order Forms, the Company's Terms and Conditions for Sale of Equipment entered into between you and the Company (if applicable), the Company's Terms and Conditions for Lease of Equipment entered into between you and the Company (if applicable), any Partner Program Agreement entered into between you and the Company are the entire agreement between you and Company regarding the subject matter hereof and supersede all prior or contemporaneous negotiations, discussions or agreements between you, on the one hand, and Company or any third party (including, without limitation, any Company Authorized Dealer), on the other hand, about your use of OUR SERVICES.

Contact Us

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at support@benova.ai.