



## Kamet Automation Inc. MASTER AGREEMENT

Last updated: May 6, 2025

This Master Agreement (“Agreement”) governs one or more Orders executed by you, an individual or entity that purchases Kamet Services and/or Kamet AI Platform (“Kamet”).

1. Definitions.
  1. “Active User” means a user established on the Software with a designation of “active,” as determined by you.
  2. “Affiliate” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
  3. “Client Data” means personal and/or company data regarding your or your Affiliates’ users and/or company data which is uploaded to the Kamet Platform AI pursuant to the Agreement or an Order.
  4. “Confidential Information” means any non-public information of you or Kamet disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
  5. “Order” means a purchase made by you hereunder in an order, schedule, statement of work, addendum, or amendment signed by both you and Kamet. “Service” means any service rendered by Kamet specifically to you, including, but not limited to: (i) hosting and making available the Software; (ii) providing analysis of data; and/or (iii) provision of customer and/or technical support for the Software.
  6. “Software” means: (i) any and all of Kamet’s proprietary web- based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto



whether or not requested by a client; and (ii) application functionality and eLearning content provided by Kamet and/or Kamet-contracted third parties.

7. “Third Party” means any party that is not either of the parties, its Affiliates, applicants, employees, shareholders, directors, officers, contractors, customers, or Active Users.
2. Rights; Usage. In accordance with the Agreement, Kamet gives you the non-transferable and non-assignable right for the duration of the applicable Order to use, and to permit your Active Users and your Affiliates’ Active Users to use, the Software items listed therein on a non-exclusive basis via the Internet, subject to the maximum quantities set forth therein. Kamet may review your compliance with the terms of each Order and, for clarity, reserves the right to charge for any quantity overages.
3. Use Restrictions. The Software and Services may be used only for your and your Affiliates’ own lawful business purposes. You shall not: (a) use or deploy the Software in violation of applicable laws or the Agreement; (b) resell any Software or Service except as expressly permitted by Kamet; (c) create any derivative works based upon the Software; (d) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (e) upload any data not required to use the Software as generally intended; (f) make any Software or Service available to any unauthorized parties; (g) perform penetration or similar tests on the Software or Service; or (h) publicly release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials. Upon expiration or termination of the applicable Order, you shall cease using all Software and Services.
4. Privacy and Security. Kamet will: (a) according to ISO 27001 and 27701 (or successor/equivalent) standards and solely its security policies, maintain appropriate safeguards for protection of Client Data, including regular back-ups, security and incident response protocols, and application and infrastructure monitoring; (b) not access, modify, or disclose Client Data, except as compelled by law, to prevent or address service or technical issues, or if otherwise permitted by you. You may retrieve Client Data any time during the term of the Agreement. If requested, at a scope and price to be agreed, Kamet will assist with such data retrieval.
5. Support. Kamet shall provide the technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package description (i.e., not all Active Users) who have completed the requisite training may contact Kamet for support. You agree to promptly provide Kamet with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Kamet, in order for Kamet to comply with its support obligations hereunder. In no event shall Kamet be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Kamet. Should use of the Software result in denial of service (DoS) with respect to



the Software, Kamet may disable the implicated Client Content and/or deny access to your portal only if and for so long as necessary to restore service.

6. Fees and Payment. You will be invoiced for fees according to the applicable Order. Payment of fees will be due upon receipt, except where the Order expressly prescribes other payment dates. Except where otherwise stated, all fees set forth in an Order are in U.S. dollars and must be paid in the currency set forth in the Order. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, following notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment therefor.

7. Termination.

1. Termination for Convenience. The Client may terminate without cause within the first fifteen calendar days from activation.
2. Termination for Cause. Either party may immediately terminate the Agreement if the other party materially breaches the Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3. Bankruptcy Events. A party may immediately terminate the Agreement if the other party:

(i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

4. Effect of Termination. Immediately following termination of a given Order, you shall cease using all Software and Services purchased in that Order. You may retrieve Client Data any time prior to termination or expiration of the given Order. If requested, Kamet will assist with such data retrieval at a scope and price to be agreed.
8. Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those Affiliates and subcontractors of Kamet providing Services hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in the Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under the Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of the



Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

9. Intellectual Property. As between the parties, Kamet and its Affiliates will and do retain all proprietary and intellectual property rights, title and interest in and to the Software and Services. You retain all proprietary and intellectual property rights, title and interest in and to Client Data and Client Content.
10. Indemnification.
  1. Indemnification by Kamet. Kamet agrees to indemnify, defend, and hold you harmless from and against any and all Third Party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") that you incur or suffer which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by your authorized use of the Software. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of: (i) Client Data; (ii) Client Content; or (iii) your or your users' unauthorized use and/or alteration of the Software.
  2. Indemnification by Client. You agree to indemnify, defend, and hold harmless Kamet from and against any and all Damages incurred or suffered by Kamet which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Client Data or Client Content.
  3. Indemnification Procedures. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
  4. Infringement Cures. Should the Software or any part thereof become, or in Kamet's reasonable opinion be likely to become, the subject of a claim for infringement of a third party intellectual property right, then Kamet may, at its sole option and expense: (i) procure for you the right to use and access the infringing or potentially infringing item(s) of the Software free of any liability for infringement; or (ii) replace or modify the infringing or potentially infringing item(s) of the Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system.



5. Exclusive Remedies. The remedies set forth in this section shall be exclusive with respect to any infringement claim hereunder.

11. Warranties. Each party represents and warrants to the other party that, as of the date hereof:

(i) it has full power and authority to execute and deliver each Order; (ii) each Order has been duly authorized and executed by an appropriate employee of such party; (iii) each Order is legally valid and a binding obligation of such party; (iv) its execution, delivery and/or performance of an Order does not conflict with any agreement, understanding or document to which it is a party; and (v) it will not introduce into the Software any virus, worm, Trojan horse, time bomb, or other malicious or harmful code. KAMET WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN MATERIAL ACCORDANCE WITH THE AGREEMENT AND APPLICABLE DOCUMENTATION REGARDING EXISTING FUNCTIONALITY PROVIDED BY KAMET; NO NEW OR DIFFERENT FUNCTIONALITY IS PROMISED HEREUNDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, KAMET DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. Liability.

1. Liability Cap. EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) A PARTY'S WILLFUL MISCONDUCT; OR (iii) LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY YOU TO KAMET UNDER THE AFFECTED ORDER(S) FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN YOU AND KAMET ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER AN ORDER.
2. Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE (EXCEPT AS SET FORTH IN SECTION "INFRINGEMENT CURES"), OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Communications. Neither party shall issue any press release using the name of the other party as a customer or provider without the other party's consent (not to be unreasonably withheld or



delayed). Notwithstanding the foregoing, the parties agree that either party can promote this strategic relationship internally, to existing customers, and in marketing material to potential customers, and that Kamet shall have the right to list you as a client of Kamet on the Kamet websites and in marketing materials.

#### 14. Miscellaneous Provisions.

1. **Governing Law; Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. You and Kamet agree that any suit, action or proceeding arising out of, or with respect to, the Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Los Angeles, and each of you and Kamet hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
2. **Force Majeure.** Neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
3. **Counterparts; Facsimile.** Each Order may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
4. **Entire Agreement.** The Agreement, any and all Orders, and any schedules and/or exhibits attached to the Orders, contains the entire understanding of the parties in respect of its subject matters and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matters. Purchase orders or policies submitted by you are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders or policies will have no force and effect. Any modification, amendment, or addendum to the Agreement and/or an Order must be in writing and signed by both parties.
5. **Assignment.** Neither party may assign the Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign the Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the



business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, the Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

6. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
7. Statistical Data. Without limiting the confidentiality rights and intellectual property rights protections set forth in the Agreement, Kamet has the perpetual right to use aggregated, anonymized, statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Kamet from utilizing the Statistical Data for business and/or operating purposes, provided that Kamet does not share with any third party Statistical Data which reveals the identity of you, your users, or your Confidential Information.
8. Suggestions. Kamet shall have a royalty-free, worldwide, perpetual, irrevocable license to use or incorporate into the Software and Services any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or your users relating to the operation of the Software and Services.
9. Third-Party Applications and Service Providers.
  1. External Applications. Kamet shall not be responsible for your access to, or operation of, third-party applications purchased by you separately from a third party, including without limitation those that may be capable of interoperating with the Software.
10. Export Controls. You understand that use of the Software and Services is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including without limitation the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
11. Severability. If any provision of the Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of the Agreement shall remain in full force and effect.
12. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile, or mailed by registered



or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail); and five days after being so mailed.

13. Independent Contractors. You and Kamet are independent contractors, and nothing in the Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between you and Kamet. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section without the written consent of the other party.
14. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under the Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
15. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.