

BLAZE VMS (ON-PREM) TERMS OF SERVICE

CHAPTER 1 GENERAL PROVISIONS

PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND HANWHA VISION. By using our website, products and services you acknowledge that you have read and understood, and you agree to be bound and abide by these Terms. If at any time you do not accept all of these Terms, you must immediately cease access and/or use of our sites and services. These Terms constitute the primary and globally-applicable governing terms for all End Users across all service offerings. Matters not expressly addressed herein shall be governed by the applicable country or region specific Addendum. In the event of any inconsistency or conflict between these Terms and an Addendum, the Addendum shall prevail, but only to the extent of such inconsistency or conflict.

Article 1. Purpose

The purpose of these Terms of Use (these “Terms”) is to set forth the rights and obligations of Hanwha Vision Co., Ltd., a company incorporated under the laws of the Republic of Korea with its registered office at 6, Pangyo-ro 319beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, 13488, KOREA (“Hanwha Vision”) and the End User, as well as other fundamental matters, with respect to the use of [BLAZE VMS] provided by Hanwha Vision on an on-premise basis.

Article 2. Definitions

The following terms used in these Terms shall have their respective meanings set forth below:

1. “BLAZE VMS” means the software provided by Hanwha Vision to the End User that supports the operation and management of its visual data processing devices (including both fixed and mobile visual data processing devices) such as video surveillance devices.
2. “End User” means any person or entity who holds a BLAZE VMS Account and uses BLAZE VMS.
3. “BLAZE VMS Account” means an account created by the End User through Hanwha Vision’s platform (including its application or web interface) to access and use BLAZE VMS provided by Hanwha Vision.
4. “Partner” means any person or entity with whom Hanwha Vision maintains a cooperative relationship for the provision of BLAZE VMS to the End User. This includes (i) distributors that are granted licenses for products or software by Hanwha Vision and distribute such products or software, and (ii) system integrators (SIs) that receive licenses from such distributors and provide the licensed products or software to customers, along with system operation and maintenance services upon customer request.
5. “BLAZE VMS Agreement” means the agreement between [Hanwha Vision] and the End User that sets forth all matters related to the use of BLAZE VMS (including but not limited to software details, rights and obligations, duration, and fees).

Article 3. Scope of Application

- (1) These Terms govern the rights and obligations between Hanwha Vision and the End User who creates a BLAZE VMS Account to use BLAZE VMS and receives relevant software.
- (2) These Terms do not govern the rights and obligations between Hanwha Vision and a Partner, between a Partner and the End User, or among Partners, and do not apply to mobile devices and hardware products used by the End User to access BLAZE VMS, or to any software unrelated to BLAZE VMS that is installed on such hardware products.
- (3) These Terms do not apply to similar features of BLAZE VMS that operate based on Cloud Services. Such features are governed by the [Cloud Services] Terms of Use available at <https://platform.hanwhavision.cloud/>.

Article 4. Privacy Policy and Data Processing Responsibilities

- (1) End User acknowledges and agrees that, with respect to any personal information processed through BLAZE VMS, End User acts as the data controller (or equivalent role under applicable data protection laws). Hanwha Vision does not collect, access, or control any personal information

processed or stored locally on End Users' premises through BLAZE VMS. Processing of personal information in relation to BLAZE VMS is subject to End User's privacy policy.

(2) As BLAZE VMS operates on an on-premise basis, all End User Content — including but not limited to biometric information and other sensitive personal data — is processed and stored solely within the End User's own environment. Hanwha Vision has no access to, and exercises no control over, such End User Content.

(3) The End User shall bear sole responsibility for taking all the necessary measures to comply with applicable laws and regulations of the relevant jurisdiction, including but not limited to data protection and privacy laws for the collection, use, processing, storage, and protection of personal information. The End User shall provide all necessary notices and obtain all necessary consents for the collection, use and disclosure of personal information in connection with BLAZE VMS. The End User shall implement and maintain appropriate technical and organizational measures to prevent unauthorized access to or leakage of End User Content.

(4) Hanwha Vision shall not be liable for any damages or regulatory sanctions arising from the End User's failure to comply with applicable laws and regulations with respect to End User Content, including any unauthorized disclosure, leakage, or misuse thereof. The End User shall indemnify and hold Hanwha Vision harmless from any claims, penalties, or liabilities arising out of or in connection with such non-compliance.

CHAPTER 2 RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 5. Hanwha Vision's Obligations

(1) Hanwha Vision shall provide BLAZE VMS to the End User.

(2) Hanwha Vision shall conduct regular operational inspections to ensure the stable delivery of software. In the event of a failure that disrupts normal software operation, Hanwha Vision will promptly initiate the repair and restoration process. If immediate restoration is not possible, Hanwha Vision will notify the relevant Partner or End User of the reason for the delay and the estimated timeline for recovery.

Article 6. Exclusion of Liability for Hanwha Vision

To the extent permitted by applicable laws and regulations, Hanwha Vision shall not be liable for any of the following damages:

1. Hanwha Vision provides software, including BLAZE VMS, on an "as-is" basis without any warranties. Unless otherwise required under applicable laws and regulations, Hanwha Vision assumes no warranty obligations regarding the quality, compatibility, or any other aspect of the software.
2. Damages resulting from the End User's failure to comply with applicable laws and regulations or these Terms in operating visual data processing devices;
3. Damages resulting from the End User's use of software provided by third parties (including but not limited to Partners) rather than Hanwha Vision;
4. Damages resulting from the use of BLAZE VMS with hardware products other than those expressly authorized by Hanwha Vision;
5. Damages resulting from the End User's failure to apply updates to BLAZE VMS provided by Hanwha Vision, as set forth in Article 10;
6. Damages arising from the temporary suspension or delay of software due to Hanwha Vision's software inspections conducted in accordance with Article 12;
7. Damages arising from natural disasters, emergencies such as war, civil disturbances or riots, acts of terrorism, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident, any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemics or pandemics, technical defects that cannot be resolved with the current level of technology, or any other events beyond Hanwha Vision's reasonable control that prevent, hinder or delay it from providing the software;
8. Damages resulting from the suspension or failure of software, or from contract termination, due to the negligence or willful misconduct of the End User;

9. Damages arising from the suspension or failure of telecommunications services by key communication service providers, provided that such suspension or failure is not attributable to any willful misconduct or gross negligence by Hanwha Vision.

10. Damages caused by additional issues in the End User's hardware environment or by those in the network environment that are not attributable to any willful misconduct or gross negligence by Hanwha Vision (including failures due to the server provider's negligence);

11. Damages caused by the End User's computer errors, or by inaccurate identity information or email address provided by the End User; or

12. Damages resulting from the End User's failure to fulfill its obligations under these Terms, including those set forth in Article 7, or from any breach of these Terms by the End User.

Article 7. The End User's Obligations

(1) The End User may use BLAZE VMS only within the scope specified in the BLAZE VMS Agreement, in compliance with these Terms and applicable laws and regulations, and shall not infringe upon the rights of others or engage in acts contrary to public order or morals.

(2) The End User shall comply with all applicable laws and regulations during the use of BLAZE VMS.

(3) The End User shall ensure that all information (data, files, content, etc.) provided, uploaded or stored through BLAZE VMS is accurate and truthful.

(4) The End User is responsible for utilizing commercially reasonable security measures and observing the security procedures and measures communicated by Hanwha Vision and for securely managing BLAZE VMS Account-related information (including ID and password) and access rights, with the duty of care of a good manager.

(5) If the End User becomes aware of an actual or potential security accident, such as unauthorized use or theft of its account, it shall notify Hanwha Vision by submitting a customer service request through Hanwha Vision's official website without delay and cooperate with any necessary remedial actions.

(6) When using BLAZE VMS, the End User shall not, directly or indirectly, engage in any of the following acts:

1. Acting in breach of these Terms or applicable laws and regulations (including but not limited to the Personal Information Protection Act (the "PIPA"), the Framework Act on the Development of Artificial Intelligence and the Creation of a Foundation for Trust (the "Framework Act on Artificial Intelligence"), and relevant local laws and regulations);

2. Using BLAZE VMS with improperly functioning hardware (including cases where the necessary software for BLAZE VMS is not fully installed);

3. Using BLAZE VMS beyond the scope of authority granted under these Terms or any applicable agreements;

4. Accessing, or attempting to access, all or any part of BLAZE VMS without authorization;

5. Infringing upon the rights of others, including copyrights, trademark rights, privacy rights, portrait rights, image rights or performers' rights;

6. Disrupting the normal operation of BLAZE VMS, including by transmitting excessive traffic;

7. Collecting information or interacting with BLAZE VMS, using scripts, bots, or other automated means without the prior written consent of Hanwha Vision;

8. Using BLAZE VMS in a manner that is offensive, intended to harass others, or is likely to damage the reputation of Hanwha Vision or Partners;

9. Copying, reproducing, renting, lending, leasing, selling, assigning, transferring, or granting others the right to use, modifying, publishing, distributing or displaying, or creating derivative works from BLAZE VMS;

10. Reverse engineering, disassembling, or decompiling BLAZE VMS or their corresponding source code, except as permitted by applicable laws and regulations;

11. Using BLAZE VMS to design, develop, market, or sell any software that is similar to or can replace BLAZE VMS;

12. Creating a new BLAZE VMS Account or otherwise using BLAZE VMS after the End User's previous BLAZE VMS Account has been terminated by Hanwha Vision; or

13. Engaging in any acts that are contrary to public order or good morals.

(7) The End User shall be liable for any and all damages incurred by Hanwha Vision due to the End User's breach of the obligations set forth in this Article 7 and shall indemnify and hold Hanwha Vision harmless from such damages.

Article 8. Compensation for Damages

(1) If Hanwha Vision or any third party incurs damages due to the End User's violation of these Terms, the End User shall be liable for such damages.

(2) Hanwha Vision shall not be liable for any damages arising in connection with any complimentary features of BLAZE VMS.

(3) Hanwha Vision's total liability for damages in connection with BLAZE VMS shall not exceed the total amount of fees paid by the End User for BLAZE VMS.

(4) Liability for damages under these Terms shall be limited to direct and ordinary damages. Under no circumstances shall either party be liable for consequential, indirect, secondary or special damages, or for any lost revenue or profits.

CHAPTER 3 USE OF SOFTWARE

Article 9. Term of Software

The term of BLAZE VMS shall commence upon the End User's acceptance of these Terms and shall continue for the period specified in a separate contract between the End User and a Partner that provides the license key for activating BLAZE VMS, unless and until terminated in accordance with these Terms. Hanwha Vision shall take necessary measures to ensure that the End User has access to and may use BLAZE VMS during the term.

Article 10. Software Update

(1) Hanwha Vision may provide update methods for BLAZE VMS as deemed necessary for the provision and stabilization of the software.

(2) The End User shall promptly apply any updates provided in connection with BLAZE VMS in use. The End User's failure to apply such updates for BLAZE VMS may result in service disruptions or errors, and Hanwha Vision shall not be liable for any damages arising from such failure (including any resulting service disruptions or errors).

Article 11. Software Improvement

(1) Hanwha Vision may implement software improvements as it deems necessary to ensure the smooth provision of software and to enhance usability for the End User.

(2) To the extent permitted by applicable laws and regulations and subject to Hanwha Vision's Privacy Policy, Hanwha Vision may use feedback on BLAZE VMS provided through satisfaction surveys to improve its products and software provided to the End User, including BLAZE VMS.

(3) In principle, Partners do not have access to End User Content. In exceptional cases, such access may be granted by the End User to a Partner. Hanwha Vision shall not be liable for any damages arising from any Partner's access to or use of End User Content authorized by the End User.

Article 12. Software Inspections, etc.

(1) Hanwha Vision may perform software checks, improvements, maintenance, or repair operations to maintain the stable operation and quality of BLAZE VMS. In such cases, the software may be temporarily suspended or delayed, which could cause inconvenience or damage to the End User.

Article 13. Intellectual Property Rights

(1) Hanwha Vision reserves all intellectual property rights in BLAZE VMS and all related software, programs, data, designs, logos, marks, documents, and other deliverables, including but not limited to copyrights, patents, trademarks, and know-how (the "Intellectual Property Rights").

(2) Hanwha Vision grants the End User a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use the Intellectual Property Rights solely for the purpose of using BLAZE VMS and within the scope of the BLAZE VMS Agreement during its term.

(3) Except as expressly permitted under these Terms or applicable laws and regulations, the End User shall not reproduce, modify, distribute, transmit, publicly transmit, copy, display, publish,

license, transfer, sell or create derivative works from the Intellectual Property Rights held by Hanwha Vision or any other applicable rights holders, without authorization.

(4) The Intellectual Property Rights in any data, text, images, video, or other information uploaded, stored, transmitted, provided, or created by the End User while using BLAZE VMS ("End User Content") shall vest in the End User (or any other person holding lawful rights therein). Hanwha Vision shall bear no responsibility with respect to the storage, backup, or management of End User Content.

(5) The End User grants Hanwha Vision a non-exclusive, worldwide, and royalty-free license to use, reproduce, modify, store, distribute, or transmit End User Content, to the extent reasonably necessary for the provision of software including BLAZE VMS.

(6) The End User warrants that End User Content does not infringe upon any third party's intellectual property rights. The End User has the necessary rights to grant the license referenced in Article 13(5) to Hanwha Vision. The End User has the necessary rights to grant the license referenced in Article 13(5) to Hanwha Vision. In the event of any dispute or third-party claim arising from such infringement, the End User shall be responsible for resolving the matter at its own expense and shall compensate Hanwha Vision for any resulting damages incurred.

(7) If Hanwha Vision becomes aware of any infringement of the Intellectual Property Rights by the End User or a third party during the operation of BLAZE VMS, it may restrict access to software, or take any other necessary actions.

(8) Hanwha Vision shall not be liable for any disputes or damages arising from infringement of the Intellectual Property Rights, unless Hanwha Vision is at fault. The End User shall exercise the duty of care of a good manager to protect the Intellectual Property Rights of Hanwha Vision and third parties during the use of BLAZE VMS, and shall actively cooperate with Hanwha Vision upon request to safeguard its legitimate rights. At its option, End User may provide feedback or suggestions about the BLAZE VMS to Hanwha Vision ("Feedback"). If End User provides Feedback, then Hanwha Vision and its affiliates may use that Feedback without restriction and without obligation to End User.

CHAPTER 4 CANCELLATION AND TERMINATION OF AGREEMENT

Article 14. Cancellation

(1) The End User may cancel the BLAZE VMS Agreement within [30] days of purchase, provided that [the use of BLAZE VMS has not commenced and the license key has not yet been activated].

(2) If the BLAZE VMS Agreement is cancelled in accordance with the preceding paragraph, the End User shall destroy or return any unused copies of BLAZE VMS.

Article 15. Termination

(1) The BLAZE VMS Agreement shall be terminated in any of the following cases:

1. Where Hanwha Vision terminates the BLAZE VMS Agreement for any of the following reasons:
 - i. The End User has materially breached its obligations under these Terms;
 - ii. The End User has violated applicable laws and regulations (including but not limited to the PIPA, the Framework Act on Artificial Intelligence, and relevant local laws and regulations), or infringed upon the rights of third parties, including the Intellectual Property Rights, or portrait rights;
 - iii. The End User has caused significant harm to the security of BLAZE VMS, or to the business operations or security of Hanwha Vision;
 - iv. A bankruptcy or similar event renders it impossible or substantially impracticable for the End User to fulfill its obligations under the Agreement; or
 - v. The End User has, without authorization, provided BLAZE VMS to a third party, shared the BLAZE VMS Account with a third party, or otherwise misused the account.

2. Where the End User terminates the BLAZE VMS Agreement for any of the following reasons:
 - i. A bankruptcy or similar event occurring during the provision of software renders it impossible or substantially impracticable for Hanwha Vision to fulfill its obligations under the Agreement; or
 - ii. Hanwha Vision has materially failed to provide the agreed-upon software under the Agreement.

(2) Hanwha Vision may terminate the BLAZE VMS Agreement pursuant to paragraph (1) by providing at least 30 days' prior written notice to the End user. The End User may terminate the

BLAZE VMS Agreement pursuant to paragraph (1) by providing at least 7 days' prior written notice to Hanwha Vision. Upon such termination, the End User shall immediately cease using BLAZE VMS and destroy or return any copies of the related software to Hanwha Vision. In such cases, the term of the Agreement as set forth in Article 9 shall be deemed to have expired.

(3) Termination of the BLAZE VMS Agreement shall not affect either party's accrued rights or obligations including the obligation to compensate for damages. Articles related to payment terms, intellectual property rights, limitation of liability, indemnification, dispute resolution and governing law shall survive the termination of this Agreement.

(4) Hanwha Vision may discontinue the provision of BLAZE VMS, in whole or in part, for its business reasons, discontinuation of a product, or other similar reasonable grounds, without providing prior notice to or obtaining prior consent from the End User. Hanwha Vision does not warrant the continued suitability of BLAZE VMS for the End User's purposes, future compatibility with operating systems or third-party software, the provision of security patches or bug fixes, or the development of new features or versions. Hanwha Vision shall make its best efforts to provide notice to the End User within a reasonable period after such discontinuance, and shall not be liable for any damages arising from such discontinuance, except to the extent caused by Hanwha Vision's willful misconduct or gross negligence.

CHAPTER 5 SPECIAL PROVISIONS

Article 16. The End User's Use of Software

(1) The End User may use all or part of the services set forth in each of the following subparagraphs through the BLAZE VMS Account:

1. Features for accessing and managing video footage captured by visual data processing devices (video surveillance cameras); and
2. Services including AI-based video content search functions

Article 17. Services for Accessing, Managing and Searching Video Content

(1) Through the BLAZE VMS Account, the End User can view and manage video footage captured by visual data processing devices and utilize video content search functions.

(2) The End User shall not use the video content search functions to identify, infringe upon the rights of, or penalize any specific individuals.

(3) The End User shall manage access to ensure that unauthorized persons cannot use BLAZE VMS or view, browse, or copy visual data through the BLAZE VMS Account.

Article 18. Notes on AI Features

(1) BLAZE VMS may include features utilizing artificial intelligence ("AI") or machine learning technologies, including but not limited to natural language-based search functions and biometric identifiers. Hanwha Vision makes no representations or warranties as to the accuracy, reliability, completeness, or potential bias of any results, outputs, or recommendations generated by such AI features, including search results derived from visual data and statistical and analytical results derived from visual data. The AI functionalities are subject to continuous improvement, and the results may vary depending on circumstances, data quality, or usage environment. Users shall use such results solely as supplementary information..

(2) The output generated from visual data does not replace medical, legal, financial, or other professional advice.

(3) Hanwha Vision shall not be liable for any damages resulting from the End User's reliance on search results described in paragraph (1) above.

(4) The End User shall cooperate with any measures implemented by Hanwha Vision to ensure compliance with the Framework Act on Artificial Intelligence and all other applicable laws, regulations, and guidelines.

Article 19. Beta Software

(1) Hanwha Vision may offer software under development ("Beta Software") temporarily as software prior to its official release. Users may choose, at their own discretion, whether to use Beta Software.

(2) The Beta Services are provided on an “as-is” and “as-available” basis without any warranties. To the maximum extent permitted by applicable laws, Hanwha Vision assumes no warranty obligations regarding the quality, compatibility, or any other aspect of its services. The End User acknowledges that the Beta Services may contain bugs, errors, or other defects, and the use of such services is at the End User’s sole risk. In no event shall Hanwha Vision be liable for any direct, indirect, incidental, or consequential damages arising out of the use of the Beta Services.

Article 20. Payment for Software

(1) Hanwha does not charge any fees to the End User for providing BLAZE VMS. However, Partners may charge the End User a fee for the provision of a license key that enables activation of Hanwha’s services. The fee is determined by the Partner and agreed upon in a separate contract between the Partner and the End User.

(2) The End User shall select one of the payment methods accepted by the Partner, including credit card, wire transfer, or electronic payment, and pay the software fee to the Partner by the due date specified in the contract with the Partner.

(3) Notwithstanding the cancellation or termination of the [BLAZE VMS] Agreement, (a) if the [BLAZE VMS] has not yet been activated, End User may request a [full] refund of any pre-paid fees within [30] days from the date of payment, and (b) if the [BLAZE VMS] has been activated or if End User fails to request a [full] refund within [30] days from the date of payment, End User shall not be entitled to any refunds; provided, however, that exceptions to the foregoing may apply to the extent required by applicable consumer protection laws in the relevant jurisdiction.

Article 21. Age Limits

(1) Any persons under the age of 18 are not allowed to use BLAZE VMS.

(2) If the End User is under the age of 18 or permits any person under the age of 18 to use BLAZE VMS, Hanwha Vision may, at its sole discretion, terminate the BLAZE VMS Agreement.

(3) If Hanwha Vision or any third party suffers damages as a result of a violation of this age limit provision, the violating party shall be liable for compensating such damages.

Article 22. Restrictions on Assignment, etc.

(1) Neither Hanwha Vision nor the End User may assign, transfer, sublicense, pledge, or otherwise dispose of all or any part of its rights or obligations under these Terms to any third party without the prior written consent of the other party.

(2) Any assignment or pledge made in violation of the preceding paragraph shall be null and void, and the violating party shall be liable for any damages incurred by the other party or any third party as a result.

Article 23. Dispute Resolution

(1) In the event of any dispute arising out of or in connection with the interpretation or performance of these Terms, the parties shall first endeavor to resolve the matter through mutual consultation.

(2) If a dispute cannot be resolved through mutual consultation and a suit is filed, the parties shall submit to the exclusive jurisdiction of the court prescribed by the Civil Procedure Act.

(3) If either party is a foreign business operator, the courts of the Republic of Korea shall have international jurisdiction, and the foreign business operator shall not raise any objection to such jurisdiction.

Article 24. Governing Law

(1) The execution, validity, interpretation and performance of these Terms shall be governed by the laws of the Republic of Korea.

(2) In the event that a dispute arises between Hanwha Vision and the End User in connection with these Terms and the use of software and a suit is filed, the court of jurisdiction shall be determined in accordance with the Civil Procedure Act.

(3) Matters not expressly provided in these Terms shall be governed by the applicable laws and business practices of the Republic of Korea.

Article 25. Validity and Amendment

(1) Hanwha Vision may amend these Terms to the extent that such amendments do not violate applicable laws and regulations, including the Act on Consumer Protection in Electronic

Commerce, the Act on the Regulation of Terms and Conditions, the Act on Promotion of Information and Communications Network Utilization and Information Protection, and the Act on the Development of Cloud Computing and Protection of Its Users.

(2) If Hanwha Vision intends to amend these Terms, it will post a notice of the amendment – along with the details, reasons therefor, and the effective date – on the main page for a period beginning at least 30 days prior to the effective date and ending on the day immediately preceding the effective day. The End User is responsible for applying any corresponding software update to BLAZE VMS in a timely manner to ensure that the amended Terms are reflected in the software.

(3) The End User has the right to refuse any amended Terms. If the End User does not agree to the amended Terms, it may terminate the use of software and request the withdrawal or deletion of its BLAZE VMS Account; provided, however, that continued use of software after the effective date of the amended Terms will be deemed acceptance of the amendments.

(4) If any provision of these Terms is held to be invalid under applicable law, such invalidity shall not affect the interpretation of the remaining provisions hereof.

Article 26. Third-Party Beneficiaries

The End User acknowledges and agrees that Hanwha Vision's overseas affiliates (collectively, the "Hanwha Affiliates") are intended third-party beneficiaries of these Terms. Each of the Hanwha Affiliates shall be entitled, in its own right, to enforce and directly rely upon any and all provisions of these Terms that confer a benefit or protection on Hanwha Vision, including without limitation Article 6 (Exclusion of Liability for Hanwha Vision), Article 7 (The End User's Obligations), Article 8 (Compensation for Damages), Article 18 (Notes on AI Features), Article 19 (Beta Services), and Article 23 (Dispute Resolution), to the same extent as if each such Hanwha Affiliate were an express party to these Terms. No changes to or termination of these Terms shall affect any such Hanwha Affiliate's rights under this clause without that Affiliate's prior written consent.

Attachment 1. Amendments to the Terms – Applicable to End Users in the U.S.

This Addendum shall apply to End Users in the United States. This Addendum shall also apply to End Users located in North and South America, except where separate country-specific addendums have been executed, such as for the End Users in Canada.

i. Article 1 (Purpose) is amended to include the following addition:

Hanwha Vision does not collect, access, or control any personal information processed or stored locally on End Users' premises through BLAZE VMS. Processing of personal information in relation to BLAZE VMS is subject to End User's privacy policy. Please consult End User's Privacy Policy to understand how End User collects, uses and discloses your personal information, your rights to control (access, correct or delete) such personal information and how to exercise such rights.

YOU SHOULD NOTE THAT THE TERMS OF SERVICE INCLUDE CLASS ACTION AND TRIAL BY JURY WAIVERS.

ii. Article 6 (Exclusion of Liability for Hanwha Vision), Article 7 (The End User's Obligations) and Article 8 (Compensation for Damages) will be subject to the following:

Nothing in these Terms is intended to limit or exclude any of the End User's rights under applicable consumer protection laws that cannot lawfully be limited or excluded.

iii. Article 7(4) (The End User's Obligations) is amended to include the following addition:

The End User is responsible for observing the security procedures and measures communicated by Hanwha Vision and for securely managing [Cloud Portal] Account-related information (including ID and password) and access rights. "Hanwha Vision will give the End User reasonable notice of any new or changed security procedures and measures."

iv. Article 15(1)(1.)(i.) (Termination) is subject to the following addition:

(1) The [BLAZE VMS] Agreement shall be terminated in any of the following cases:

1. Where Hanwha Vision terminates the [BLAZE VMS] Agreement for any of the following reasons:

i. The End User has materially breached its obligations under these Terms "and does not remedy that breach within 30 days of receiving notice from Hanwha Vision requiring it to do so";

v. Article 20 (Payment for Software) is amended as follows:

(1) Hanwha Vision may provide any of the services set forth in Article 16(1) to the End User for a fee, if deemed necessary. If a service used by the End User is subject to a fee, the End User shall pay the fee to Hanwha Vision through a Partner, as stipulated in these Terms or the [BLAZE VMS] Agreement. Hanwha Vision itself does not charge any fees for the services set forth in Article 16(1) to the End User; provided, however, Partners may charge the End User with a fee for activating Hanwha Vision's services, as the case may be. Such fee shall be determined by the Partner and mutually agreed by the Partner and the End User.

(2) The End User shall select one of the payment methods accepted by Hanwha Vision, including credit card, wire transfer, or electronic payment, and pay the service fee through a Partner by the due date indicated in the invoice or payment page provided by Hanwha Vision.

(3) In the event of any changes to pricing or billing policies, Hanwha Vision will notify the End User in advance. If the End User disagrees with such changes, it may terminate the [BLAZE VMS] Agreement.

(4) The End User may terminate the [BLAZE VMS] Agreement by providing notice of termination to a Partner. If the End User terminates the [BLAZE VMS] Agreement, the End User will no longer have access to the services covered by the [BLAZE VMS] Agreement.

(5) Notwithstanding the cancellation or termination of the [BLAZE VMS] Agreement, (a) if the [BLAZE VMS] has not yet been activated, End User may request a [full] refund of any pre-paid fees within [30] days from the date of payment, and (b) if the [BLAZE VMS] has been activated or if End User fails to request a [full] refund within [30] days from the date of payment, End User shall not be entitled to any refunds; provided, however, that exceptions to the foregoing may apply to the extent required by applicable consumer protection laws in the relevant jurisdiction

vi. Article 23 (Dispute Resolution) is subject to the following addition:

(4) Notwithstanding Section (3) above requiring disputes to be subject to courts of the Republic of Korea, to the extent any dispute is subject to jurisdiction in the U.S., if the Parties are unable to resolve a dispute through mutual consultation, the dispute will be finally and exclusively resolved by confidential binding arbitration administered by American Arbitration Association in accordance with its arbitration rules in effect at the time, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO COMMENCE OR JOIN ANY CLASS ACTION OR A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. You agree that you will not file a class action or participate in a class action against us or join any claim you have against us with the claim of a third party.

vii. New Article 24 (U.S. Service Provider Agreement) is as follows:

Any party engaging Hanwha Vision for use of BLAZE VMS will be required to enter the below Service Provider Agreement, to the extent required by U.S. data privacy laws.

This Service Provider Addendum (the "Addendum") is entered into by and between Hanwha Vision ("Service Provider") and the entity or individual agreeing to these terms ("Company"). This Addendum is effective as of the date the Company accepts these terms through the Service Provider's online platform (the "Effective Date").

1. Definitions.

1.1 "Consumer" means "consumer" as defined in applicable U.S. Data Privacy and Protection Laws.

1.2 "U.S. Data Privacy and Protection Laws" means all laws and regulations of the United States of America.

1.3 "Personal Information" means information that identifies, relates to, describes, is linked to, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly with an identified or identifiable natural person, or as otherwise defined as "personal information" or "personal data" by any applicable U.S. Data Privacy and Protection Laws and to which Service Provider has access to from time to time in connection with performance of services for Company.

1.4 "Process," "Processing," or "Processed" means any operation or set of operations that are performed on Personal Information or sets of Personal Information, whether or not by automated means, such as collection, retention, use, storage, disclosure, analysis, deletion, or modification of Personal Information.

2. Processing Requirements

2.1 Company's Role. Company will provide or make available to Service Provider or permit Service Provider to access, create, collect, process, and/or disclose Personal Information for the purposes of providing the BLAZE VMS ("Services"). Company will determine the purpose and means of processing such Personal Information. Company hereby represents and warrants that it has obtained all necessary rights, consents, or authorizations required under U.S. Data Privacy and Protection Laws and other applicable laws to provide or make Personal Information available to Service Provider for processing in accordance with this Agreement.

2.2 Service Provider's Role. Service Provider will provide the Services and will process Personal Information in accordance with Company's instructions, with the business and commercial purposes enumerated in this Agreement.

3. Processing Instructions.

(a) Nature and Purposes for Processing. Company is disclosing Personal Information and Service Provider is processing such Personal Information only for the following limited business purposes:

(i) Hanwha Vision collects personal information to create customer accounts, respond to inquiries, retain inquiry records, manage memberships, and provide services.

(b) Type of Personal Information Subject to Processing.

(i) Audio or video recordings: Any personal or identifying information contained in video, images, and audio recordings;

(ii) Biometric information: biometric information, which includes, without limitation, biometric identifying features and geometry, physical attributes of an individual; and

(iii) Object information: information about objects (such as a Person (e.g., gender, clothes, bag) and vehicles (e.g., license plate number, auto make and model, color)) or other certain objects that appear in video footage captured by Products

(c) Duration of Processing.

(i) Until membership is withdrawn

3.2 Service Provider agrees and warrants that with respect to all Personal Information that it Processes on behalf of Company, it will Process Personal Information only as required and as necessary for the purposes enumerated above, under this Agreement or as otherwise permitted by applicable U.S. Data Privacy and Protection Laws and in order to provide the Services, unless otherwise instructed by the Company in writing. Service Provider shall not retain, use, or disclose the Personal Information it collects pursuant to this Agreement for any purpose other than those specified in this contract.

3.3 Service Provider will have in place appropriate processes to assist Company in responding to Consumer requests to exercise their rights under applicable U.S. Data Privacy and Protection Laws. This includes, but is not limited to, processes that enable Service Provider to secure, provide, collect, or delete, Personal Information of Consumers upon request of Company and as required under U.S. Data Privacy and Protection Laws. As relevant, Company will inform Service Provider of any Consumer request pursuant to applicable U.S. Data Privacy and Protection Laws and will provide the information necessary for Service Provider to comply with the request. If Service Provider receives a request submitted by a Consumer to exercise a right under applicable U.S. Data Privacy and Protection Laws, it will promptly provide a copy of the request to the Company. The Company will be responsible for handling and communicating with Consumers with respect to such requests.

3.4 Service Provider will not retain, use, or disclose Personal Information that it collected pursuant to this Agreement outside the direct business relationship between Service Provider and the Company, unless permitted by applicable U.S. Data Privacy and Protection Laws. Service Provider shall not combine the Personal Information it receives from or on behalf of the Company with Personal Information which it receives from or on behalf of another person or persons, or collects

from its own interactions with the Consumer unless expressly permitted by applicable U.S. Data Privacy and Protection Laws.

3.5 Service Provider shall not sell or share (as those terms are defined in applicable U.S. Data Privacy and Protection Laws) Personal Information that it collects pursuant to this Agreement.

3.6 Service Provider shall cooperate with the Company and provide any information necessary for the Company to comply with data protection impact assessment under U.S. Data Privacy and Protection Laws.

3.7 Subcontractors. If Service Provider engages a third party as a subcontractor to engage in the Processing of Personal Information, Service Provider will notify the Company and ensure that the subcontractor has entered into a written agreement that is no less protective than this Agreement and that is compliant with applicable U.S. Data Privacy and Protection Laws. Service Provider shall notify any subcontractors who may have accessed Personal Information of any requests from Consumers to exercise their rights under applicable U.S. Data Privacy and Protection Laws. Service Provider will be fully liable for the acts and omissions of any subcontractors to the same extent as if the acts or omissions were performed by the Service Provider. Service Provider can engage or change a subcontractor only after providing the Company with an opportunity to object.

3.8 Service Provider will comply with applicable U.S. Data Privacy and Protection Laws, in its performance of this Agreement, including providing the same level of privacy protection as required of the Company by such laws. Upon reasonable request of the Company, Service Provider will make available to the Company all information in its possession necessary to demonstrate the Service Provider's compliance with its obligations under applicable U.S. Data Privacy and Protection Laws.

3.9 Audit and Assessment. The Company shall have the right to take reasonable and appropriate steps to ensure the Service Provider uses Personal Information that it collected pursuant to this Agreement in a manner consistent with the Company's obligations under applicable U.S. Data Privacy and Protection Laws. Such steps may include ongoing manual reviews and automated scans of the Service Provider's system. It may also include regular internal or third-party assessments, audits, or other technical and operational testing at least once every 12 months. Service Provider will cooperate with such reasonable assessments by the Company. Service Provider may arrange for a qualified and independent assessor to conduct an assessment of the Service Provider's policies and technical and organizational measures in support of its obligations under U.S. Data Privacy and Protection Laws using an appropriate and accepted control standard or framework and assessment procedure. Service Provider shall provide a report of such assessment to the Company upon request.

3.10 Service Provider shall notify the Company after it makes a determination that it can no longer meet its obligations under applicable U.S. Data Privacy and Protection Laws.

3.11 Company shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate the Service Provider's unauthorized use of Personal Information.

4. Confidentiality.

4.1 Without impacting any existing contractual arrangement between the parties, Service Provider will treat all Personal Information as confidential, and it will inform all of its employees, agents, contractors, and any approved sub-processors, sub-Service Providers, or subcontractors engaged in the processing of Personal Information that it should be treated as confidential. Service Provider will ensure that all such persons are bound to a duty of confidentiality.

4.2 Notwithstanding any provision to the contrary in this Agreement, the recipient or its affiliate may also disclose confidential information to the extent required by applicable legal process; provided that the recipient or its affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its confidential information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of legal process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

5. Information Security

5.1 Service Provider will implement reasonable and appropriate administrative, technical, and physical data security controls, procedures and practices that cover its Processing of Personal Information under the Agreement on the technology systems and networks it owns, operates or uses for such Processing and which is appropriate to the volume, risk and nature of the Personal Information. Such security controls, procedures and practices shall be designed to protect the Personal Information from unauthorized or illegal access, destruction, use modification, or disclosure and shall comply with U.S. Data Privacy and Protection Laws.

6. Data Breach and Notification

6.1 Service Provider will notify the Company in the most expedient time possible, but no later than 3 days after becoming aware of any accidental, unauthorized, or unlawful destruction, intrusion, loss, modification, disclosure, or access to Personal Information ("Data Breach"). Service Provider shall provide sufficient information to allow the Company to assess the nature and scope of the Data Breach and meet its obligations, if any, to report the Data Breach under applicable U.S. Data Privacy and Protection Laws. Such notification will include:

- (a) a detailed description of the Data Breach,
- (b) the type of data that was the subject of the Data Breach, and
- (c) the identity of each affected person.

Service Provider will communicate to Company a description of the measures taken or proposed to be taken by Service Provider to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects as soon as such information can be collected or otherwise becomes available.

6.2 Service Provider will take immediate action to investigate the Data Breach and to identify, prevent, and mitigate the effects of any such Data Breach in accordance with its obligations under this Agreement and in accordance with applicable U.S. Data Privacy and Protection Laws.

7. Termination.

7.1 At the Company's direction, Service Provider will delete or return all Personal Information to the Company as requested at the end of the provision of services, unless retention of the Personal Information is required by law.

Attachment 2. Amendments to the Terms – Applicable Only to Canadian Residents

For End Users residing in Canada, the [On-Prem] Terms of Use shall be amended as follows:

i. For End Users who are consumers and residing in the Province of British Columbia or the Province of Ontario, Article 6 (Exclusion of Liability for Hanwha Vision) are disapplied and do not form part of the [On-Prem] Terms of Use.

ii. For End Users who are consumers and residing in any province/territory other than British Columbia and Ontario, Article 6 (Exclusion of Liability for Hanwha Vision) is disapplied and replaced with the following:

Except where prohibited by applicable laws and regulations (which may include the Province of Quebec), Hanwha Vision shall not be liable for any of the following damages:

1. Hanwha Vision provides software, including BLAZE VMS, on an "as-is" basis without any warranties. Unless otherwise required under applicable laws and regulations (which may include the Province of Quebec), Hanwha Vision assumes no warranty obligations regarding the quality, compatibility, or any other aspect of the software.
2. Damages resulting from the End User's failure to comply with applicable laws and regulations or these Terms in operating visual data processing devices;
3. Damages resulting from the End User's use of software provided by third parties (including but not limited to Partners) rather than Hanwha Vision;
4. Damages resulting from the use of BLAZE VMS with hardware products other than those expressly authorized by Hanwha Vision;
5. Damages resulting from the End User's failure to apply updates to BLAZE VMS provided by Hanwha Vision, as set forth in Article 10;

6. Damages arising from the temporary suspension or delay of software due to Hanwha Vision's software inspections conducted in accordance with Article 12;

7. Damages arising from natural disasters, emergencies such as war, civil disturbances or riots, acts of terrorism, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident, any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemics or pandemics, technical defects that cannot be resolved with the current level of technology, or any other events beyond Hanwha Vision's reasonable control that prevent, hinder or delay it from providing the software;

8. Damages resulting from the suspension or failure of software, or from contract termination, due to the negligence or willful misconduct of the End User;

9. Damages arising from the suspension or failure of telecommunications services by key communication service providers, provided that such suspension or failure is not attributable to any willful misconduct or negligence by Hanwha Vision.

10. Damages caused by additional issues in the End User's hardware environment or by those in the network environment that are not attributable to any willful misconduct or negligence by Hanwha Vision (including failures due to the server provider's negligence);

11. Damages caused by the End User's computer errors, or by inaccurate identity information or email address provided by the End User; or

12. Damages resulting from the End User's failure to fulfill its obligations under these Terms, including those set forth in Article 7, or from any breach of these Terms by the End User.

iii. Article 7(1) (The End User's Obligations) is disappplied and replaced with the following:

(1) The End User may use BLAZE VMS only within the scope specified in these Terms, the BLAZE VMS Agreement and applicable laws and regulations, including Canadian Privacy Laws, and shall not infringe upon the privacy or other rights of others or engage in acts contrary to public order or morals.

1. The End User acknowledges and agrees that, with respect to any End User Content, including audio, video, biometric, or other personal information that the End User collects or processes while using BLAZE VMS, (i) End User is the accountable entity for this information; (ii) to the extent End User authorizes Hanwha to access such End User Content, Hanwha is the service provider under applicable law, including Canadian Privacy Laws, and (ii) the End User (and not Hanwha) is responsible for ensuring that BLAZE VMS is used and End User Content is processed in compliance with applicable laws, including Canadian Privacy Laws.

2. The End User acknowledges and agrees that it is solely responsible for implementing physical, technical and administrative safeguards to protect End User Content, including from unauthorized access, use and disclosure.

3. The End User acknowledges and agrees that (i) the BLAZE VMS is not intended to, and must not be, used for surreptitious interception or recording of private communications, (ii) the End User shall provide all necessary notices and obtain all necessary consents for the collection, use and disclosure of personal information in connection with BLAZE VMS, including as described in the Hanwha Vision Privacy Policy, (iii) the End User shall otherwise ensure that BLAZE VMS is used in compliance with applicable laws, including Canadian Privacy Laws; and (iv) the End User is solely responsible for determining whether the use of BLAZE VMS requires any reporting, declaration or filing with a Canadian regulatory authority and, if so, for providing any such filings, declarations or reports, including for features that include the collection and use of biometric data. Without limiting the foregoing, End User shall ensure that any cameras or devices are not placed or directed at locations where individuals have an expectation of privacy, and shall review all settings made available by Hanwha to ensure that the End User's use of BLAZE VMS complies with End User's obligations under Canadian Privacy Laws.

iv. Article 7(3) (The End User's Obligations) is disappplied and replaced with the following:

(3) The End User shall ensure that all End User Content, including any personal information, that the End User provides, uploads, transmits or stores (or permits to be provided, uploaded, transmitted or stored) while using BLAZE VMS is accurate, truthful and lawful, and is provided,

uploaded, transmitted or stored with all requisite legal authority (including, as necessary, by providing and obtaining all necessary notices and consents under Canadian Privacy Laws) including, if applicable and authorized by End User, to permit Hanwha to access such information in order to fulfil its obligations and exercise its rights with respect to the processing of such information in accordance with these Terms and the BLAZE VMS Agreement.

v. Subsection 1. of Article 7(6) (The End User's Obligations) is disappplied and replaced with the following:

1. Acting in breach of these Terms or applicable laws and regulations (including but not limited to (i) all applicable Canadian federal and provincial laws and regulations governing the collection, use and disclosure of personal information or providing individuals with privacy rights, (ii) Canada's Anti-Spam Legislation, SC 2010, c 23, (iii) any laws relating to the recording of video or audio content and the interception of communications, and (iv) the collection, creation or treatment of biometric identification and other biometric data or geolocation data, each as amended or replaced from time to time ("Canadian Privacy Laws") and relevant local laws and regulations);

vi. For End Users who are consumers and residing in the Province of British Columbia or the Province of Ontario, the disclaimers and liability exclusions and limitations in Article 8 (Compensation for Damages) which are prohibited by law in those provinces are disappplied and do not form part of your [BLAZE VMS] Terms of Use.

vii. For End Users who are consumers, Article 8 (Compensation for Damages) is disappplied and replaced with the following:

(1) If Hanwha Vision or any third party incurs damages due to the End User's violation of these Terms, the End User shall be liable for such damages.

(2) To the maximum extent permitted by applicable law, Hanwha Vision shall not be liable for any damages arising in connection with any complimentary features of BLAZE VMS.

(3) To the maximum extent permitted by applicable law, Hanwha Vision's total liability for damages in connection with BLAZE VMS shall not exceed the total amount of fees paid by the End User for BLAZE VMS.

(4) Liability for damages under these Terms shall be limited to direct and ordinary damages. Under no circumstances shall either party be liable for consequential, indirect, secondary or special damages, or for any lost revenue or profits.

The disclaimer of certain warranties and conditions and the exclusion or limitation of certain liabilities is prohibited by law in some jurisdictions and so may not apply to you if you. If you are a consumer residing in the Province of Quebec, the foregoing liability exclusion and limitation does not liberate Hanwha Vision from the consequences of its own acts or those of its representatives.

viii. Article 18(4) (Notes on AI Features) is disappplied and replaced with the following:

(4) The End User shall cooperate with and use any measures implemented made available or by Hanwha Vision to help ensure that the End User's use of Hanwha Vision complies with Canadian Privacy Laws and all other applicable laws, regulations, and guidelines.

ix. For End Users who are consumers, Article 19(2) (Beta Software) is disappplied and replaced with the following:

(2) To the fullest extent permitted by applicable law, Hanwha Vision shall not be liable for any damages arising in connection with Beta Software, including any malfunctions thereof.

x. For End Users who are consumers and residing in the Province of British Columbia or the Province of Ontario, Article 23 (Dispute Resolution) is disappplied and replaced with the following:

(1) In the event of any dispute arising out of or in connection with the interpretation or performance of these Terms, the parties shall first endeavor to resolve the matter through mutual consultation.

(2) If a dispute cannot be resolved through mutual consultation and a suit is filed, the parties shall submit to the exclusive jurisdiction of the applicable court in the province/territory in which the End User resides.

xi. For End Users who are consumers and residing in any province/territory other than British Columbia and Ontario, Article 23 (Dispute Resolution) is disappplied and replaced with the following:

(1) In the event of any dispute arising out of or in connection with the interpretation or performance of these Terms, the parties shall first endeavor to resolve the matter through mutual consultation.

(2) If a dispute cannot be resolved through mutual consultation and a suit is filed, except where prohibited by applicable law (which may include the Province of Quebec), the parties shall submit to the exclusive jurisdiction of the court prescribed by the Civil Procedure Act.

(3) If either party is a foreign business operator, except where prohibited by applicable law (which may include the Province of Quebec), the courts of the Republic of Korea shall have international jurisdiction, and the foreign business operator shall not raise any objection to such jurisdiction.

xii. For End Users who are consumers, Article 24 (Governing Law) is disapplied and replaced with the following:

(1) The execution, validity, interpretation and performance of these Terms shall be governed by the laws of province/territory in which the End User resides, and the laws of Canada applicable therein.

(2) Matters not expressly provided in these Terms shall be governed by the applicable laws and business practices of the province/territory in which the End User resides, and the laws of Canada applicable therein.

xiii. For End Users who are consumers, Article 25 (Validity and Amendment) is disapplied and replaced with the following:

1. Subject to applicable law (which may include the Province of Quebec), Hanwha Vision may amend these Terms to the extent that such amendments do not violate applicable laws and regulations, including applicable provincial consumer protection laws and regulations.

2. If Hanwha Vision intends to amend these Terms, it will post a notice of the amendment – along with the details, reasons therefor, and the effective date – on the main page for a period beginning at least 30 days prior to the effective date. The End User is responsible for applying any corresponding software update to BLAZE VMS in a timely manner to ensure that the amended Terms are reflected in the software.

3. The End User has the right to refuse any amended Terms. If the End User does not agree to the amended Terms, it may terminate the use of software and request the withdrawal or deletion of its BLAZE VMS Account; provided, however, that subject to applicable law (which may include the Province of Quebec) continued use of software after the effective date of the amended Terms will be deemed acceptance of the amendments.

4. If any provision of these Terms is held to be invalid applicable law, such invalidity shall not affect the interpretation of the remaining provisions hereof.

Attachment 3. Amendments to the Terms – Applicable to End Users in the United Kingdom

This Addendum shall apply to End Users in the United Kingdom. This Addendum shall also apply to End Users located in EU member states, except where separate country-specific addendums have been executed, such as for the End Users in France and Germany.

This Addendum sets out how the general provisions of the BLAZE VMS Terms of Use are amended for End Users in the United Kingdom. References in this Addendum to the “Terms” mean the general provisions above as amended or supplemented by the provisions of this Addendum.

The Terms apply to both businesses and consumers. In the United Kingdom, you are a consumer if you are an individual and you are using BLAZE VMS for purposes which are outside your business, trade or profession.

Some of the provisions below only apply to End Users who are consumers. This distinction applies because consumers benefit from additional protections under UK law. Nothing in these Terms is intended to limit or exclude an End User’s rights under applicable consumer laws in the United Kingdom where these rights cannot lawfully be limited or excluded.

i. Article 1 (Purpose) is amended as follows:

The purpose of these Terms of Use (these “Terms”) is to set forth the rights and obligations of Hanwha Vision Co., Ltd., a company incorporated under the laws of the Republic of Korea with its

registered office at 6, Pangyo-ro 319beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, 13488, Republic of Korea (privacy.htw@hanwha.com) ("Hanwha Vision") and the End User, as well as other fundamental matters, with respect to the use of BLAZE VMS provided by Hanwha Vision. "Hanwha Vision's Privacy Policy explains what personal information Hanwha Vision collects from End Users, the purpose for collecting it, how such information is used and retained, the rights of data subjects and how to exercise them".

ii. Article 6(1) (Exclusion of Liability for Hanwha Vision) is disapplied and Article 6(7) is amended to include the following addition with respect to End Users who are consumers:

(7) Damages arising from natural disasters, emergencies such as war, civil disturbances or riots, acts of terrorism, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident, any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemics or pandemics, technical defects that cannot be resolved with the current level of technology, or any other events beyond Hanwha Vision's reasonable control that prevent, hinder or delay it from providing the software, "provided we contact the End User as soon as possible to inform them and do what we can to reduce the delay".

iii. Article 7(6)(1.) (The End User's Obligations) is disapplied and replaced with the following:

1. Acting in breach of these Terms or applicable laws and regulations (including but not limited to the "UK GDPR" (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) and all other applicable data protection and privacy legislation in force in the UK, in each case as consolidated, amended, or replaced, from time to time ("UK Data Protection Laws"), and relevant local laws and regulations);

iv. Articles 8(3) and (4) (Compensation for Damages) are disapplied with respect to End Users who are consumers.

v. Article 15(1)(1.) (Termination) is amended as follows:

ii. The End User has violated applicable laws and regulations (including but not limited to "UK Data Protection Laws", and relevant local laws and regulations), or infringed upon the rights of third parties, including the Intellectual Property Rights, or portrait rights;

vi. Articles 23(2) and (3) (Dispute Resolution) are disapplied and replaced with the following with respect to End Users who are consumers:

(2) If the End User has a complaint regarding the software, they should contact: hvesecurity@hanwha.com or call +44 1372 235663.

(3) The End User may bring a claim against Hanwha Vision in the English courts. If the End User is resident in Wales, Scotland or Northern Ireland, they can also bring a claim in the courts of that country. Hanwha Vision can claim against the End User in the courts of the country where the End User resides.

vii. Articles 24(1), (2) and (3) (Governing Law) are qualified by the addition of the following Article 24(4) with respect to End Users who are consumers:

(4) Nothing in these Terms is intended to limit or exclude an End User's rights under applicable consumer laws in the United Kingdom where these rights cannot lawfully be limited or excluded.

viii. Article 25(1) (Validity and Amendment) is disapplied and replaced with the following with respect to End Users who are consumers:

(1) Hanwha Vision may need to make changes to these Terms or the BLAZE VMS from time to time to reflect changes in relevant laws and regulatory requirements or to make technical adjustments and improvements to its website, products and services, for example to address a security threat. Hanwha Vision may also make other changes but if it does so it will notify the End User in advance in accordance with Article 25(2) below and the End User will have the right to terminate the use of the software in accordance with Article 25(3) below if they are unhappy with the change. If the End User exercises their right to terminate the use of the software in these circumstances, Hanwha Vision will have no obligation to provide any refund or other compensation to the End User unless required by law.

Attachment 4. Amendments to the Terms - Applicable Only to End Users in France

This Addendum sets out how the general provisions of the BLAZE VMS Terms of Use are amended for End Users in France. Nothing in these Terms is intended to limit or exclude an End User's rights under applicable consumer laws in France where these rights cannot lawfully be limited or excluded.

xiv. Article 5 (Hanwha Vision's Obligations) is disapplied and replaced with the following:

(1) Hanwha Vision shall provide the BLAZE VMS to the End User.
(2) Hanwha Vision shall conduct regular operational inspections to ensure stable delivery of software. In the event of a failure that disrupts normal software operation, Hanwha Vision will promptly initiate repair and restoration process. If immediate restoration is not possible, Hanwha Vision will notify the relevant Partner or End User of the reason for the delay and the estimated timeline for recovery.

(3) The present Terms of Use are communicated to End Users upon request for professional purpose, by any means that constitutes a durable medium.

xv. Article 6 (Exclusion of Liability for Hanwha Vision) is disapplied and replaced with the following: Hanwha Vision shall not be liable for any of the following damages:

1. Damages resulting from the End User's failure to comply with applicable laws and regulations or these Terms;
2. Damages resulting from the End User's use of software provided by third parties (including but not limited to Partners) rather than Hanwha Vision;
3. Damages resulting from the use of BLAZE VMS with hardware products other than those expressly authorized by Hanwha Vision (link);
4. Damages resulting from the End User's failure to apply updates to BLAZE VMS provided by Hanwha Vision, as set forth in Article 10;
5. Damages arising from force majeure events as defined by the French Civil Code and the case-law;
6. Damages resulting from the suspension or failure of software, or from contract termination, due to the negligence or willful misconduct of the End User;
7. Damages arising from the suspension or failure of telecommunications services by key communication service providers, provided that such suspension or failure is not attributable to any misconduct or negligence by Hanwha Vision;
8. Damages caused by issues in the End User's hardware environment;
9. Damages caused by the End User's computer errors, or by inaccurate identity information or email address provided by the End User;
10. Damages resulting from the End User's failure to fulfill its obligations under these Terms, including those set forth in Article 7, or from any breach of these Terms by the End User.

xvi. Article 7(4) (The End User's Obligations) is disapplied and replaced with the following:

(4) The End User shall comply with the security procedures and measures communicated by Hanwha Vision and for securely managing BLAZE VMS Account-related information (including ID and password) and access rights, with the duty of care of a good manager.

xvii. Article 7(5) (The End User's Obligations) is disapplied and replaced with the following:

(5) If the End User becomes aware of an actual or potential security accident, such as unauthorized use or theft of its account, it shall notify promptly Hanwha Vision (privacy.htw@hanwha.com) and cooperate to the extent possible with any necessary remedial actions.

xviii. Article 7(6) (The End User's Obligations) is disapplied and replaced with the following:

(6) When using BLAZE VMS, the End User shall not, directly or indirectly, engage in any of the following acts:

1. Acting in breach of these Terms or applicable laws and regulations (including but not limited to the General Data Protection Regulation (the "GDPR"), the EU AI Act (if and when applicable) and relevant local laws and regulations);
2. Using BLAZE VMS with improperly functioning hardware (including cases where the necessary software for BLAZE VMS is not fully installed);

3. Using BLAZE VMS beyond the scope of authority granted under these Terms or any applicable agreements;
 4. Accessing, or attempting to access, all or any part of BLAZE VMS without authorization;
 5. Infringing upon the rights of others, including copyrights, trademark rights, privacy rights, portrait rights, personality rights, including the right on their own image or performers' rights;
 6. Negligently or willfully disrupting the normal operation of BLAZE VMS, including by transmitting obviously excessive traffic;
 7. Using BLAZE VMS in a manner that is offensive, intended to harass others, or is likely to damage the reputation of Hanwha Vision or Partners;
 8. Copying, reproducing, renting, lending, leasing, selling, assigning, transferring, or granting others the right to use, modifying, publishing, distributing or displaying, or creating derivative works from BLAZE VMS;
 9. Reverse engineering, disassembling, or decompiling BLAZE VMS or their corresponding source code, except as permitted by applicable laws and regulations;
 10. Using BLAZE VMS to design, develop, market, or sell any software that is similar to or can replace BLAZE VMS;
 11. Creating a new account for BLAZE VMS or otherwise using BLAZE VMS after the End User's previous account has been terminated by Hanwha Vision without Hanwha Vision's prior consent.
- xix. Article 7(7) (The End User's Obligations) is disappplied and replaced with the following:
(7) The End User shall be liable for any and all damages incurred by Hanwha Vision due to the End User's negligent or willful breach of the obligations set forth in this Article 7.
- xx. Article 8 (Compensation for Damages) is amended to include the following addition:
(1) If Hanwha Vision or any third party incurs damages due to the End User's "negligent or willful" violation of these Terms, the End User shall be liable for such damages.
(2) Hanwha Vision shall not be liable for any damages arising in connection with any complimentary features of BLAZE VMS "which Hanwha Vision did not offer to the End User".
- xxi. Article 12(1) (Software Inspections, etc.) is disappplied and replaced with the following:
(1) Hanwha Vision may perform software checks, improvements, maintenance, or repair operations to maintain the stable operation and quality of BLAZE VMS. In such cases, the software may be temporarily suspended or delayed.
- xxii. Article 13(6) (Intellectual Property Rights) is disappplied and replaced with the following:
(6) The End User warrants that his/her use of BLAZE VMS does not infringe upon any third party's intellectual property rights.
- xxiii. Article 13(8) (Intellectual Property Rights) is disappplied and replaced with the following:
(8) Hanwha Vision shall not be liable for any disputes or damages arising from infringement of the Intellectual Property Rights, unless Hanwha Vision is at fault. The End User shall exercise the duty of care of a good manager to protect the Intellectual Property Rights of Hanwha Vision and third parties during the use of BLAZE VMS, and shall actively and "reasonably" cooperate with Hanwha Vision upon request to safeguard its legitimate rights. At its option, End User may provide feedback or suggestions about the BLAZE VMS to Hanwha Vision ("Feedback"). If "and to the extent Feedback is protected by applicable law," the End User grants Hanwha Vision and its affiliates "a worldwide right" to use the Feedback "for the purpose of improving or enhancing their services".
- xxiv. Article 15 (Termination) is disappplied and replaced with the following:
(1) The BLAZE VMS Agreement shall be terminated before the term referred to in Article 9 in any of the following cases:
1. Where Hanwha Vision terminates the BLAZE VMS Agreement for any of the following reasons:
i. The End User has materially breached its obligations under these Terms;
ii. The End User has violated applicable laws and regulations (including but not limited to GDPR, EU AI Act, and relevant local laws and regulations), or infringed upon the rights of third parties, including the Intellectual Property Rights, or personality rights, including the right on their own image;
iii. The End User has caused significant harm to the security of BLAZE VMS; or to the business operations or security of Hanwha Vision;

iv. A bankruptcy or similar event renders it impossible or substantially impracticable for the End User to fulfill its obligations under the Agreement; or

v. The End User has, without authorization, provided BLAZE VMS to a third party, shared the BLAZE VMS Account with a third party, or otherwise misused the account.

2. Where the End User terminates the BLAZE VMS Agreement for any of the following reasons:

i. A bankruptcy or similar event occurring during the provision of software renders it impossible or substantially impracticable for Hanwha Vision to fulfill its obligations under the Agreement; or

ii. Hanwha Vision has materially failed to provide agreed-upon software under the Agreement.

(2) Hanwha Vision may terminate the BLAZE VMS Agreement pursuant to paragraph (1) by providing at least 30 days' prior written notice to the End user. The End User may terminate the BLAZE VMS Agreement pursuant to paragraph (1) by providing at least 7 days' prior written notice to Hanwha Vision. Upon such termination, the End User shall immediately cease using BLAZE VMS and destroy or return any copies of the related software to Hanwha Vision. In such cases, the term of the Agreement as set forth in Article 9 shall be deemed to have expired.

(3) Termination of the BLAZE VMS Agreement shall not affect either party's obligation to compensate for damages. Articles related to payment terms, intellectual property rights, limitation of liability and indemnification shall survive the termination of the BLAZE VMS Agreement.

xxv. Article 18(4) (Notes on AI Features) is amended as follows with respect to End Users who are consumers within the meaning of the preliminary Article of the French Consumer Code:

(4) The End User shall "comply with the EU AI Act and shall not use AI features in a way that is incompliant with the law".

xxvi. Article 18(4) (Notes on AI Features) is amended as follows with respect to End Users who are not consumers within the meaning of the preliminary Article of the French Consumer Code:

(4) The End User shall cooperate with any measures implemented by Hanwha Vision to ensure compliance with the "EU AI Act" and all other applicable laws, regulations, and guidelines.

xxvii. Article 19(2) (Beta Software) is amended as follows:

(2) Hanwha Vision shall not be liable for any damages arising in connection with Beta Software, "unless Hanwha Vision acted grossly negligent or willfully".

xxviii. Article 20 (Payment for Software) is disapplied and replaced with the following:

(1) Hanwha does not charge any fees to the End User for providing BLAZE VMS. However, Partners may charge the End User a fee for the provision of a license key that enables activation of Hanwha's software. The fee is determined by the Partner and agreed upon in a separate contract between the Partner and the End User.

(2) The End User shall select one of the payment methods accepted by the Partner, including credit card, wire transfer, or electronic payment, and pay the software fee to the Partner by the due date specified in the contract with the Partner.

(3) Notwithstanding the cancellation or termination of the BLAZE VMS Agreement, any software fee already paid by the End User shall be non-refundable; provided, however, that if the BLAZE VMS Agreement is terminated within [30] days from the date of payment and the relevant license key has not yet been activated, the software fee will be refunded in full.

(4) In the event of any changes to pricing or billing policies from the Partner, the Partner will notify it to the End User in advance (in accordance with the separate contract between the Partner and the End User). If the End User disagrees with such changes, it may terminate the BLAZE VMS Agreement without additional fees and without being entitled to any compensation.

xxix. Article 23 (Dispute Resolution) is disapplied and replaced with the following with respect to End Users who are consumers within the meaning of the preliminary Article of the French Consumer Code:

(1) In the event of any dispute arising out of or in connection with the interpretation or performance of these Terms, the parties shall first endeavor to resolve the matter through mutual consultation. Each party is free to accept or reject the proposed solution and, if necessary, to bring the matter before the competent courts. In addition, the European Commission has set up an online dispute resolution platform which consumers can access: <https://webgate.ec.europa.eu/odr>.

(2) If a dispute cannot be resolved through mutual consultation, each party may initiate legal proceedings before the competent court in the jurisdiction where the End User resides.

xxx. Article 24 (Governing Law) is disappplied and replaced with the following with respect to End Users who are consumers within the meaning of the preliminary Article of the French Consumer Code:

(1) The execution, validity, interpretation and performance of these Terms shall be governed by the laws of France.

xxxi. Article 25 (Validity and Amendment) is disappplied and replaced with the following:

(1) Hanwha Vision may amend these Terms to reflect changes in BLAZE VMS, for legal, regulatory, or security reasons, or to prevent abuse or harm and to the extent that such amendments do not violate applicable laws and regulations.

(2) If Hanwha Vision intends to amend these Terms, it will post a notice of the amendment – along with the details, reasons therefor, and the effective date – on the main page for a period beginning at least 30 days prior to the effective date and ending on the day immediately preceding the effective day. The End User is responsible for applying any corresponding software update to BLAZE VMS in a timely manner to ensure that the amended Terms are reflected in the software.

(3) The End User has the right to refuse any amended Terms. If the End User does not agree to the amended Terms, it may terminate the use of software and request the withdrawal or deletion of its BLAZE VMS Account; provided, however, that continued use of software after the effective date of the amended Terms will be deemed acceptance of the amendments.

(4) If any provision of these Terms is held to be invalid applicable law, such invalidity shall not affect the interpretation of the remaining provisions hereof.

xxxii. New Article 27 (Legal guarantee of conformity) is added as follows with respect to End Users who are consumers within the meaning of the preliminary Article of the French Consumer Code:

(1) The End User benefit from a legal guarantee of conformity.

(2) In accordance with Articles L. 224-25-12 to L. 224-25-32 of the Consumer Code, the End User benefits from the legal guarantee of conformity for digital content and digital services.

(3) Hanwha Vision is liable for any lack of conformity that becomes apparent during the period for which it is supplied under the BLAZE VMS Agreement.

(4) The applicable time limit does not deprive the consumer of their right to updates in accordance with the provisions of Article L. 224-25-25 of the Consumer Code.

(5) Hanwha Vision shall also be liable, within the same time limits, for any lack of conformity resulting from the incorrect integration of the digital content or digital service into the End User's digital environment where this has been carried out by Hanwha Vision or under its responsibility, or where the incorrect integration carried out by the End User results from shortcomings in the instructions provided by Hanwha Vision.

(6) In accordance with Article L. 224-25-17 of the Consumer Code, in the event of non-conformity, the End User is entitled to have the digital content or digital service brought into conformity or, failing that, to a price reduction or termination of the contract. The End User also has the right to suspend payment of all or part of the price or the provision of the benefit provided for in the contract until Hanwha Vision has fulfilled its obligations under the Consumer Code, under the conditions of Articles 1219 and 1220 of the Civil Code.

(7) In accordance with Article L. 224-25-18 of the Consumer Code, in the event of non-conformity, the End User has the right to have the digital content or service brought into conformity without undue delay following his/her request, free of charge and without major inconvenience to him/her.

(8) In accordance with Article L. 224-25-20 of the Consumer Code, the End User may obtain a price reduction by keeping the digital content or service, or a rescission of the contract with a full refund in exchange for the waiver of the digital content or service, if:

(a) Hanwha Vision refuses to bring the digital content or service into conformity;

(b) The conformity of the digital content or service is unjustifiably delayed;

(c) The digital content or service may not be brought into conformity without cost to the End User;

(d) The conformity of the digital content or service causes major inconvenience to the End User;

(e) The non-conformity of the digital content or service persists despite the Hanwha Vision's unsuccessful attempt to bring it into conformity.

The End User is also entitled to a price reduction or rescission of the contract where the lack of conformity is so serious as to justify immediate price reduction or rescission of the contract. The consumer is then not obliged to ask for the digital content or service to be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer has the right to rescind the contract only if the contract does not provide for payment of a price.

(9) In accordance with Article L. 224-25-28 of the Consumer Code, any period of unavailability of the digital content or service in order to bring it into conformity shall suspend the remaining guarantee period until the digital content or service is supplied in conformity again.

xxxiii. New Article 28 (Legal guarantee for hidden defects) is added as follows:

In accordance with Articles 1641 to 1649 of the Civil Code, the End User benefits from the legal guarantee for hidden defects, for a period of two (2) years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service is kept or to a full refund in exchange for the waiver of the digital content or service.

Attachment 5. Amendments to the Terms - Applicable Only to End Users in Germany

For End Users residing in Germany, the BLAZE VMS Terms of Use shall be changed and amended as follows. Nothing in these Terms is intended to limit or exclude an End User's rights under applicable consumer laws in Germany where these rights cannot lawfully be limited or excluded.

xxiv. Article 3 (Scope of Application) is disapplied and replaced with the following:

Article 3 Scope of Application and Formation of Agreements with the End User

(1) These Terms govern the rights and obligations between Hanwha Vision and the End User who uses the BLAZE VMS software.

(2) These Terms do not govern the rights and obligations between Hanwha Vision and a Partner, between a Partner and the End User, or among Partners, and do not apply to mobile devices and hardware products used by the End User to access BLAZE VMS, or to any software unrelated to BLAZE VMS that is installed on such hardware products.

(3) These Terms do not apply to similar features that operate based on Cloud Services. Such features are governed by the [Cloud Services] Terms of Use available at <https://platform.hanwhavision.cloud/>.

(4) The End User may purchase a license key for BLAZE VMS from a Partner, such as a system integrator (SI), through a separate purchase agreement. Hanwha Vision will issue the license key directly to the email address of the Partner or the End User provided during the purchase process. The Partner (or the End User as the case may be) may then download and install the BLAZE VMS software from Hanwha Vision's Official Website. To create a BLAZE VMS Account, the End User must accept these Terms applicable to End Users in Germany. The End User may use free features of BLAZE VMS or activate paid features by entering the license key. Upon agreeing to these Terms, an Agreement regarding the use of BLAZE VMS and the receipt of the relevant software between the End User and Hanwha Vision is concluded and governed by these Terms.

(5) The fee for the license key and the term for the use of the BLAZE VMS are governed by the End User's contract with the Partner (see Article 9(1) and Article 20(1)).

(6) With respect to End Users who are consumers within the meaning of Section 13 of the German Civil Code ("BGB"), the languages available for the conclusion of the BLAZE VMS Agreement are German and English.

(7) The End User may review the BLAZE VMS Agreement via a tab within the BLAZE VMS software.

xxv. Article 5 (Hanwha Vision's Obligations) is disapplied and replaced with the following:

(1) Hanwha Vision shall provide BLAZE VMS as described and chosen by the End User in accordance with Chapter 5 (Special Provisions) and the End User's acquisition of license keys in accordance with Article 3(4).

(2) Hanwha Vision shall conduct regular operational inspections to ensure the stable delivery of software. In the event of a failure that disrupts normal software operation, Hanwha Vision will promptly initiate repair and restoration process. If immediate restoration is not possible, Hanwha Vision will notify the relevant Partner or End User of the reason for the delay and the estimated timeline for recovery.

(3) For users who are consumers within the meaning of Section 13 of the BGB, the statutory warranties under Section 327i et seq. of the BGB shall apply.

xxxvi. Article 6 (Exclusion of Liability for Hanwha Vision) is disapplied and replaced with the following:

Hanwha Vision shall not be liable for any of the following damages:

1. Damages resulting from the End User's failure to comply with applicable laws and regulations or these Terms in operating visual data processing devices;
2. Damages resulting from the End User's use of software provided by third parties (including but not limited to Partners) rather than Hanwha Vision;
3. Damages resulting from the use of BLAZE VMS with hardware products other than those expressly authorized by Hanwha Vision;
4. Damages resulting from the End User's failure to apply updates to BLAZE VMS provided by Hanwha Vision, as set forth in Article 10;
5. Damages arising from unforeseeable natural disasters, emergencies such as war, civil disturbances or riots, technical defects that cannot be resolved with the current level of technology and for which Hanwha Vision is not responsible, or any other events beyond Hanwha Vision's control that prevent, hinder or delay the provision of the BLAZE VMS software;
6. Damages resulting from the suspension or failure of the BLAZE VMS software, or from contract termination, due to the negligence or willful misconduct of the End User;
7. Damages arising from the suspension or failure of telecommunications services by key communication service providers, provided that such suspension or failure is not attributable to any willful misconduct or negligence by Hanwha Vision.
8. Damages caused by issues in the End User's hardware environment;
9. Damages caused by the End User's computer errors, or by inaccurate identity information or email address provided by the End User;
10. Damages arising from errors in or damage to a hardware product during the use of BLAZE VMS; or
11. Damages resulting from the End User's failure to fulfill its obligations under these Terms, including those set forth in Article 7, or from any breach of these Terms by the End User.

xxxvii. Article 7(6) (The End User's Obligations) is disapplied and replaced with the following:

(6) When using BLAZE VMS, the End User shall not, directly or indirectly, engage in any of the following acts:

1. Acting in breach of these Terms or applicable laws and regulations (including but not limited to the General Data Protection Regulation (the "GDPR") and the AI Act of the European Union (the "EU AI Act") (if and when applicable));
2. Using BLAZE VMS with improperly functioning hardware (including cases where the necessary software for BLAZE VMS is not fully installed);
3. Using BLAZE VMS beyond the scope of authority granted under these Terms or any applicable agreements;
4. Accessing, or attempting to access, all or any part of BLAZE VMS without authorization;
5. Infringing upon the rights of others, including copyrights, trademark rights, privacy rights, portrait rights, personality rights, including the right on their own image, or performers' rights;
6. Negligently or willfully disrupting the normal operation of BLAZE VMS, including by transmitting obviously excessive traffic;

7. Collecting information or interacting with BLAZE VMS, using scripts, bots, or other automated means without the prior written consent of Hanwha Vision;
8. Using BLAZE VMS in a manner that is offensive, intended to harass others, or is likely to damage the reputation of Hanwha Vision or Partners;
9. Copying, reproducing, renting, lending, leasing, selling, assigning, transferring, or granting others the right to use, modifying, publishing, distributing or displaying, or creating derivative works from BLAZE VMS;
10. Reverse engineering, disassembling, or decompiling BLAZE VMS or their corresponding source code, except as permitted by applicable laws and regulations;
11. Using BLAZE VMS to design, develop, market, or sell any software that is similar to or can replace BLAZE VMS; or
12. Creating a BLAZE VMS Account or otherwise using BLAZE VMS after the End User's previous BLAZE VMS Account has been terminated by Hanwha Vision without Hanwha Vision's prior consent.

xxxviii. Article 7(7) (The End User's Obligations) is disappplied and replaced with the following:

(7) The End User shall be liable for all damages incurred by Hanwha Vision due to the End User's negligent or willful breach of the obligations set forth in this Article 7.

xxxix. Article 8 (Compensation for Damages) is amended to include the following addition:

(1) If Hanwha Vision or any third party incurs damages due to the End User's "negligent or willful" violation of these Terms, the End User shall be liable for such damages.

(2) Hanwha Vision shall not be liable for any damages arising in connection with any complimentary features of BLAZE VMS.

xl. Article 13(6) (Intellectual Property Rights) is disappplied and replaced with the following:

(6) The End User warrants that its use of BLAZE VMS does not infringe upon any third party's intellectual property rights.

xli. Article 13(8) (Intellectual Property Rights) is disappplied and replaced with the following:

(8) Hanwha Vision shall not be liable for any disputes or damages arising from infringement of the Intellectual Property Rights, unless Hanwha Vision is at fault. The End User shall exercise the duty of care of a good manager to protect the Intellectual Property Rights of Hanwha Vision and third parties during the use of BLAZE VMS, and shall actively and "reasonably" cooperate with Hanwha Vision upon request to safeguard its legitimate rights. At its option, End User may provide feedback or suggestions about the BLAZE VMS to Hanwha Vision ("Feedback"). If "and to the extent Feedback is protected by applicable law," the End User grants Hanwha Vision and its affiliates "a worldwide right" to use the Feedback "for the purpose of improving or enhancing their services".

xlii. Article 15(1)(1.) (Termination) is disappplied and replaced with the following:

1. Where Hanwha Vision terminates the BLAZE VMS Agreement for any of the following reasons:

- i. The End User has materially breached its obligations under these Terms;
- ii. The End User has violated applicable laws and regulations (including but not limited to the GDPR, the EU AI Act, and relevant local laws and regulations), or infringed upon the rights of third parties, including the Intellectual Property Rights, or portrait rights;
- iii. The End User has caused significant harm to the security of BLAZE VMS; or
- iv. Hanwha Vision is entitled to terminate the BLAZE VMS Agreement for cause under Section 314 BGB.

xliii. Article 15(1)(2.) (Termination) is disappplied and replaced with the following:

2. Where the End User terminates the BLAZE VMS Agreement for any of the following reasons:

- i. A bankruptcy or similar event occurring during the provision of software renders it impossible or substantially impracticable for Hanwha Vision to fulfill its obligations under the Agreement.
- ii. Hanwha Vision has materially failed to provide the software as prescribed in the Agreement; or
- iii. The End User is entitled to terminate the BLAZE VMS Agreement for cause under Section 314 of the BGB.

xliv. Article 15(2) (Termination) is amended as follows:

(2) Hanwha Vision or the End User intending to terminate the BLAZE VMS Agreement pursuant to paragraph (1) above shall notify the other party of the reason for termination at least [30] days prior

to the intended termination date “unless such notification is unreasonable due to the severity of the grounds for termination”. Upon such termination, the End User shall immediately cease using BLAZE VMS and destroy or return any copies of the related software to Hanwha Vision. In such cases, the term of the Agreement as set forth in Article 9 shall be deemed to have expired.

xliv. Article 18(4) (Notes on AI Features) is amended as follows with respect to End-Users who are consumers within the meaning of Section 13 of the BGB.

(4) The End User shall “comply with the EU AI Act and shall not use AI features in a way that is incompliant with the law”.

xlvi. Article 18(4) (Notes on AI Features) is amended as follows with respect to End-Users who are not consumers within the meaning of Section 13 of the BGB.

(4) The End User shall cooperate with any measures implemented by Hanwha Vision to ensure compliance with the “EU AI Act” and all other applicable laws, regulations, and guidelines.

xlvi. Article 19(2) (Beta Software) is amended as follows:

(2) Hanwha Vision shall not be liable for any damages arising in connection with Beta Software, “unless Hanwha Vision acted grossly negligent or willfully”.

xlvi. Article 23(2) (Dispute Resolution) is disapplied and replaced with the following:

(2) If a dispute cannot be resolved through mutual consultation, either Party may file a suit before a competent court. With respect to End Users that are consumers, the competent court is the court at the consumer’s residence, but the consumer may file a suit against Hanwha Vision at any other competent court. With respect to End Users that are not consumers, either Party may file a suit at the competent courts, but Hanwha Vision may file a suit against the End User before the Court of [●], Republic of Korea.

xlix. Article 23(3) (Dispute Resolution) is disapplied and replaced with the following:

(3) The EU Commission provides an online dispute resolution platform, which can be accessed at: <http://ec.europa.eu/consumers/odr>. This platform serves as a point of contact for the out-of-court resolution of disputes arising from online purchase or service contracts involving a consumer. Hanwha Vision is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

I. Article 24 (Governing Law) is disapplied and replaced with the following:

(1) The execution, validity, interpretation and performance of these Terms shall be governed by the laws of the Federal Republic of Germany.

(2) If any of the Terms conflict with binding German or European law – including, in the case of consumers, mandatory consumer protection law – such law shall prevail.

II. Article 25 (Validity and Amendment) is disapplied and replaced with the following:

(1) Hanwha Vision may amend these Terms to the extent that such amendments do not violate applicable laws and regulations.

(2) If Hanwha Vision intends to amend these Terms, it will notify the amendment – along with the details, reasons therefore, and the effective date – to the End User giving the End-User a deadline to object within 4 weeks after receipt of the notification. If the End-User does not object in time, the change is deemed accepted by the End User. Hanwha Vision will explain to the End User the effect of a failure to meet the deadline for an objection in the notification.

(3) If any provision of these Terms is held to be invalid under applicable law, such invalidity shall not affect the interpretation of the remaining provisions hereof.

III. New Article 27 (Correction of Input Errors) is added as follows:

The End User can identify any input errors during the final step of the order process and correct them prior to submitting the order by using the delete and change function.

III. New Article 28 (Codes of Conduct) is added as follows:

Hanwha Vision is not subject to any specific code of conduct.

Attachment 6. Amendments to the Terms - Applicable Only to End Users in Australia

This Addendum sets out how the general provisions of the BLAZE VMS Terms of Use are amended for End Users in Australia. Nothing in these Terms is intended to limit or exclude an End

User's rights under applicable consumer laws in Australia where these rights cannot lawfully be limited or excluded.

liv. Article 5(2) (Hanwha Vision's Obligations) is subject to the following addition:

Basic inquiries about the products are handled by the local distributor and the staff at the local Hanwha Vision office:

- For Hardware: Support for hardware repair will be provided by the distributor in the first instance (2% of spare units are being provided to distributors); and
- For Software: Support will be reported to and handled by the service team at Hanwha Vision HQ, Korea. End Users may contact the development team between the hours of 9am – 6pm current local time in Korea. If the request is made outside of HQ business hours, there may be a delay.

lv. Article 6 (Exclusion of Liability for Hanwha Vision), 7 (The End User's Obligations) and 8 (Compensation for Damages) are subject to the following addition:

Nothing in these Terms excludes Hanwha Vision's liability for statements or representations, assurances or warranties or damages that constitute, or are caused by the willful misconduct, fraud, fraudulent misrepresentation or gross negligence of it or its personnel in connection with BLAZE VMS, nor exclude our liability for personal injury or death caused by Hanwha Vision's negligence.

The End Users' liability in connection with these Terms (whether in contract (including indemnity), tort (including negligence), statute, equity or otherwise) will be reduced to the extent that the relevant claim, damage, demand, liability, judgment, award, loss, cost or expense (which for clarity, only includes reasonable legal fees on a party-party basis) is caused or contributed to by any act or omission of the claiming party or indemnified party (as the case may be, including any breach, negligence or wrongful act or omission of that party), and the claiming party or indemnified party (as the case may be) is required to use reasonable efforts to mitigate its respective losses. Except in relation to the indemnity in Article 7, the End Users' liability in connection with these Terms are limited to the amount actually paid by the End User for BLAZE VMS.

1. Nothing in these Terms is intended to limit or exclude any of the End User's rights under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) or analogous consumer protection law that cannot lawfully be limited or excluded. If the Australian Consumer Law or any other legislation provides that there is a guarantee in relation to any goods or services supplied by Hanwha Vision and Hanwha Vision's liability for failing to comply with that guarantee cannot be excluded but can be limited, then Hanwha Vision limits its liability in connection with such failure to its choice of the provision of the relevant goods or service again (or payment of the cost of the provision of the relevant goods or services again), to the extent it is fair and reasonable for it to do so.

lvi. Article 7(4) (The End User's Obligations) is amended to include the following addition:

(4) The End User is responsible for observing the security procedures and measures communicated by Hanwha Vision and for securely managing BLAZE VMS Account-related information (including ID and password) and access rights, with the duty of care of a good manager. "Hanwha Vision will give the End User reasonable notice of any new or changed security procedures and measures."

lvii. Article 7(6) (The End User's Obligations) is disapplied and replaced with the following:

(6) When using BLAZE VMS, the End User shall not, directly or indirectly, engage in any of the following acts:

1. Acting in breach of these Terms or applicable laws and regulations (including but not limited to the Personal Information Protection Act (the "PIPA"), the Framework Act on the Development of Artificial Intelligence and the Creation of a Foundation for Trust (the "Framework Act on Artificial Intelligence"), and relevant local laws and regulations);
2. Using BLAZE VMS with improperly functioning hardware (including cases where the necessary software for BLAZE VMS is not fully installed);
3. Using BLAZE VMS beyond the scope of authority granted under these Terms or any applicable agreements;
4. Accessing, or attempting to access, all or any part of BLAZE VMS without authorization;

5. Infringing upon the rights of others, including copyrights, privacy rights, or portrait rights;
6. Disrupting the normal operation of BLAZE VMS, including by transmitting excessive traffic;
7. Collecting information or interacting with BLAZE VMS, using scripts, bots, or other automated means without the prior written consent of Hanwha Vision;
8. Using BLAZE VMS in a manner that is offensive, intended to harass others, or is likely to damage the reputation of Hanwha Vision or Partners;
9. Copying, reproducing, renting, lending, leasing, selling, assigning, transferring, or granting others the right to use, modifying, publishing, distributing or displaying, or creating derivative works from BLAZE VMS;
10. Reverse engineering, disassembling, or decompiling BLAZE VMS or their corresponding source code, except as permitted by applicable laws and regulations;
11. Using BLAZE VMS to design, develop, market, or sell any software that is similar to or can replace BLAZE VMS;
12. Creating a new BLAZE VMS Account or otherwise using BLAZE VMS after the End User's previous BLAZE VMS Account has been terminated by Hanwha Vision;
13. Engaging in any acts that are contrary to public order or good morals; or
14. Misuse any collected data using BLAZE VMS in breach of applicable legislation including the Privacy Act 1988 (Cth) (Privacy Act), Australian Privacy Principles, binding codes issued under the Privacy Act, state-based surveillance legislation and any local binding regulations with respect to the use of Artificial Intelligence.

lviii. Article 8(3) (Compensation for Damages) is disapplied and replaced with the following:

(3) The liability of Hanwha under or in connection with these Terms (whether in contract (including indemnity), tort (including negligence), statute, in equity or otherwise) is limited in the aggregate to the total amount of fees paid or payable by the End User for BLAZE VMS in respect of the period up to and including the date the relevant liability arose.

lix. Article 10(1) (Software Updates) is amended to include the following addition:

(1) Hanwha Vision may provide update methods for BLAZE VMS as deemed necessary for the provision and stabilization of the software. "Hanwha Vision will provide reasonable prior notice to the End User."

lx. Article 15(1)(1.)(i.) (Termination) is amended to include the following addition:

i. The End User has materially breached its obligations under these Terms "or failed to pay fees for BLAZE VMS "and does not remedy that breach within 30 days of receiving notice from Hanwha Vision requiring it to do so"; ...

lxi. Article 23(3) (Dispute Resolution) is disapplied and replaced with the following:

(3) Articles 23(1) and 23(2) are subject to the applicable local laws of the End User, which may prevent or require a particular jurisdiction to hear the proceedings.

lxii. Article 25(1) (Validity and Amendment) is amended to include the following addition:

(1) Hanwha Vision may amend these Terms to the extent that such amendments do not violate applicable laws and regulations, including "the Competition and Consumer Act 2010 (Cth)," the Act on Consumer Protection in Electronic Commerce, the Act on the Regulation of Terms and Conditions, the Act on Promotion of Information and Communications Network Utilization and Information Protection, and the Act on the Development of Cloud Computing and Protection of Its Users.

lxiii. New Article 27 (GST) is added as follows:

(1) Terms used in this Article 26 have the meaning given to those words in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act").

(2) All consideration to be paid or provided under this agreement is expressed exclusive of GST unless otherwise stated.

(3) If GST applies to a supply made under these Terms and the consideration for that supply is expressed exclusive of GST, the recipient must pay to Hanwha Vision an additional amount equal to the GST payable on the supply ("GST Amount"). The GST Amount is payable at the same time that the first part of the consideration for the supply is to be provided. However, this subsection (3) will not apply if the GST on the supply is reverse charged and payable by the recipient.

(4) Despite anything to the contrary in these Terms, the recipient is not obliged to pay the GST Amount until it has received from Hanwha Vision a tax invoice or adjustment note (as the case may be).

(5) If an adjustment event arises in respect of a supply to which subsection (3) applies, the GST Amount must be adjusted to reflect the adjustment event and a payment must be made by Hanwha Vision to the recipient, or by the recipient to Hanwha Vision, as the case may be.

(6) If a party is entitled to be reimbursed or indemnified for a cost or expense under these Terms, the amount to be reimbursed must be reduced to the extent that the party (or the representative member for a GST group of which that party is a member) is entitled to an input tax credit for the cost or expense.

Other taxes

(7) Subject to subsection (3), Hanwha Vision must pay all taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed or levied in Australia or overseas in connection with the performance of these Terms.