KAIROS WATER, INC. — STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the "Terms and Conditions" or "T&Cs") govern Customer's acquisition and use of the Kairos Platform, Equipment, and related Services. These Terms and Conditions are incorporated by reference into the executed Quote, or other ordering document (the "Quote") to which they are attached or referenced (the Quote, together with these Terms and Conditions, and any exhibits, schedules, or addenda, collectively, the "Agreement").

To the extent of any conflict between a provision in the Quote and a provision in these Terms and Conditions, the Quote shall prevail, provided that the Quote expressly identifies the specific T&C provision(s) being overridden.

1. DEFINITIONS

"**Aggregated Data**" means any data derived by processing Customer Data, including usage data, output, analyses, interpretations, models, and compilations created by Kairos in anonymized or aggregated form that does not identify Customer, its residents, or any individual.

"**Affiliate**" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where "control" means ownership of more than fifty percent (50%) of the voting securities or equivalent ownership interest.

"**Confidential Information**" has the meaning set forth in Section 9.

"**Customer**" means the entity identified in the Quote.

"**Customer Data**" means any data, information, or content submitted to, uploaded to, or transmitted through the Platform by or on behalf of Customer, including sensor readings, alert history, and building-specific information, but excluding Aggregated Data and Platform Data.

"**Deliverables**" means, collectively, the Equipment, the Platform, and the Services.

"**Designated Location**" means the designated location where Kairos Equipment is installed.

"**Documentation**" means user guides, operational manuals, specifications, and other technical documentation that Kairos provides or makes available to Customer regarding the Platform and Equipment, in any form or medium.

"**Effective Date**" means the date the Quote is signed by both Parties, unless the Quote specifies a different date.

"**Equipment**" means the Kairos hardware products, sensors, gateways, and related physical devices specified in the Quote, including any embedded firmware.

"**Fees**" means the fees and charges set forth in the applicable Quote.

"**Firmware**" means the embedded software residing on the Equipment, which is licensed (not sold) to Customer.

"Hardware Warranty Period" means the period during which the Hardware Warranty is in effect, as determined pursuant to Section 3.4.

"**Initial Subscription Term**" means the first period of the Subscription Term, commencing on the Installation Date and continuing for the duration specified in the Quote.

"**Installation Date**" means the date the hardware is (partially) installed at the Property and capable of operation, which date shall mark the start of the Subscription Term regardless of whether installation of additional hardware at the Property occurs thereafter in phases.

"**Intellectual Property Rights**" means all rights, titles, and interests in and to patents, copyrights, trademarks, trade secrets, know-how, inventions, algorithms, software, designs, databases, moral rights, and all other intellectual property rights, whether registered or unregistered, and all applications, renewals, and extensions thereof.

“Kairos” means Kairos Water, Inc., a Delaware corporation.

"**Law**" means any applicable federal, state, local, or foreign statute, regulation, ordinance, rule, or order.

"**Location**" means the physical site(s) where Equipment is installed, as specified in the Quote.

"**Party**" means Kairos or Customer individually; "Parties" means Kairos and Customer collectively.

"**Platform**" means the Kairos cloud-based software-as-a-service platform (currently available at app.kairoswater.io), including any mobile applications, dashboards, APIs, and related online tools provided by Kairos.

"**Platform Data**" means any non-Customer-identifying metadata, analytics, usage statistics, performance data, and aggregated intelligence relating to the operation and use of the Platform and Equipment.

"**Property**" means the Customer location(s) where the Kairos Equipment is installed.

"**Quote**" means the ordering document executed by both Parties that references these Terms and Conditions and sets forth the deal-specific terms (e.g., Fees, Subscription Term, Locations, Equipment quantities).

"**Renewal Term**" means each successive period following the Initial Subscription Term during which this Agreement continues in force pursuant to Section 14.1, the duration of which shall be as specified in the applicable Quote or renewal order.

"**Sensitive Data**" means (i) categories of data enumerated in Article 9(1) of the GDPR; (ii) data subject to PCI DSS; (iii) data subject to HIPAA or Gramm-Leach-Bliley; (iv) Social Security numbers, government-issued identification numbers; or (v) any similarly protected data under applicable Law.

"**Services**" means the installation, support, monitoring, maintenance, and professional services provided by Kairos as described in these T&Cs and Quote.

"**Subscription Fees**" means the recurring fees payable for access to the Platform during the Subscription Term.

"**Subscription Scope**" means the Platform usage parameters, Equipment quantities, and Locations specified in the Quote.

"**Subscription Term**" means the Initial Subscription Term together with any Renewal Terms. The Subscription Term commences on the Installation Date.

"**Support Tier**" means the level of support and monitoring services applicable to Customer, as specified in the Quote and described in Section 5.

"**User**" means an individual authorized by Customer to access and use the Platform. Customer is responsible for its Users' compliance with this Agreement.

2. PLATFORM LICENSE AND USAGE RESTRICTIONS

2.1 **Subscription License**. Subject to the terms of this Agreement and Customer's payment of all applicable Fees, Kairos grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the Subscription Term, to internally access and use the Platform and Documentation within the Subscription Scope. Except for the foregoing, no other right or license is granted, and all rights not expressly granted are reserved by Kairos and its licensors.

2.2 **Users**. Customer may authorize Users to access the Platform. Customer is responsible for maintaining the confidentiality of User credentials and for all activities under its account. Customer shall promptly notify Kairos of any unauthorized use of its account.

2.3 **Usage Restrictions**. As a condition of the license granted herein, Customer shall not (and shall not permit or encourage any third party to), in whole or in part, with respect to the Platform, Documentation, Equipment, or any Kairos Intellectual Property:

(a) copy, manufacture, "frame," or "mirror" the Platform;

(b) sell, assign, transfer, lease, rent, sublicense, or otherwise make available the Platform or Equipment to any third party, including as part of a time-sharing, outsourcing, or service bureau arrangement;

(c) modify, adapt, translate, or create derivative works of the Platform or Firmware;

(d) decompile, disassemble, decrypt, reverse engineer, or otherwise attempt to derive the source code, algorithms, or non-literal aspects of the Platform or Firmware, except to the extent such restriction is expressly prohibited by applicable Law;

(e) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices;

(f) circumvent, disable, or interfere with any security-related features or technical protections of the Platform or Equipment;

(g) use the Platform or Equipment to develop any product or service that is competitive with or substantially similar to the Kairos Platform;

(h) introduce any virus, malware, Trojan horse, or other malicious code into the Platform or Equipment;

(i) employ any technique to pool connections, virtualize, or otherwise reduce the number of Users, devices, or endpoints accessing the Platform;

(j) use the Platform or Equipment in connection with any benchmarking, performance testing, or competitive analysis, or publish or disclose any results thereof, without Kairos's prior written consent;

(k) use the Platform or Equipment in any manner that violates applicable Law or this Agreement;

(l) use the Platform or Equipment for purposes of competitive analysis, development of a competing product, or any purpose to Kairos's commercial disadvantage; or

(m) access or use the Platform in excess of the Subscription Scope.

2.4 **Suspension**. Kairos reserves the right to temporarily suspend provision of the Platform:

(a) if Customer is seven (7) or more days overdue on any undisputed amounts following written notice of delinquency, which is in line with Section 6.6;

(b) if Customer is in material breach of Section 2.3 (Usage Restrictions);

(c) to prevent material harm to other customers, the Platform, or Kairos's infrastructure; or

(d) as required by Law or at the request of a governmental authority.

Kairos shall use commercially reasonable efforts to provide advance notice of any suspension, except where immediate action is required to prevent harm. Suspension shall not relieve Customer of its payment obligations.

2.5 **Hosting**. The Platform is hosted by a third-party cloud infrastructure provider selected by Kairos (the "Hosting Provider"). Platform availability shall be subject to the uptime commitments of the Hosting Provider. Kairos shall not be liable for downtime or interruptions caused by the Hosting Provider's infrastructure or any third-party networks.

2.6 **Modifications**. Kairos reserves the right to modify the Platform and its features, provided that no such modification shall materially decrease the core features and functionality made available to Customer as of the Effective Date. Kairos shall provide Customer with at least fifteen (15) days prior written notice of any material modification.

3. **EQUIPMENT (HARDWARE) TERMS**

3.1 **Delivery.** Kairos shall make commercially reasonable efforts to meet the Equipment delivery dates specified in the Quote. Delivery dates are estimates only and are dependent on third-party suppliers and logistics. Delivery may be made in installments.

3.2 **Risk of Loss and Title**. Unless otherwise specified in the Quote:

(a) Risk of loss of, or damage to, Equipment shall pass to Customer upon delivery to the Location.

(b) Title to Equipment shall pass to Customer upon full payment of all applicable Fees; provided, however, that if the Equipment is leased, title shall remain with Kairos.

3.3 **Equipment Use**. Customer shall use the Equipment solely at the Location(s) specified in the Quote and in accordance with the Documentation. Customer shall not move, adjust, modify, or tamper with installed Equipment without Kairos's prior written consent.

3.4 Hardware Warranty. Kairos warrants that the Equipment (excluding batteries and Firmware) shall be free from material defects in workmanship and materials under normal

and intended use during the Hardware Warranty Period. The Hardware Warranty Period is determined as follows:

(a) Warranty Period. The Hardware Warranty Period applicable to each item of Equipment shall be as specified in the warranty column of the applicable Quote for that line item. If no warranty period is specified for a particular Equipment line item in the applicable Quote, no Hardware Warranty shall apply to that item. In no event shall the Hardware Warranty Period exceed three (3) years, nor shall it exceed the duration of the then-current Subscription Term.

(b) Renewal. Upon entering a Renewal Term, the Hardware Warranty shall apply only to Equipment line items for which a warranty period is specified in the applicable renewal Quote, subject to the same conditions and caps set forth in subsection (a). If no renewal Quote is executed, no Hardware Warranty shall apply during the Renewal Term regardless of any warranty period specified in the prior Quote.

(c) Ownership. Customer acknowledges that title to Equipment passes upon full payment as described in Section 3.2, and that expiration of the Hardware Warranty does not affect Customer's ownership of the Equipment.

3.5 **Hardware Warranty Remedies**. If Customer discovers a defect covered by the Hardware Warranty, Customer shall notify Kairos in writing within thirty (30) days of discovery. If Kairos confirms the defect, Kairos shall, at its sole option, repair or replace the defective Equipment (or part thereof) with new or refurbished items, at Kairos's expense. This represents Customer's sole and exclusive remedy for any Hardware Warranty breach, and no warranty claim shall entitle Customer to offset, withhold, or reduce any Fees due under this Agreement. If Customer disputes Kairos's determination regarding warranty coverage, such dispute shall be resolved pursuant to Section 15.4.

3.6 **Hardware Warranty Exclusions**. The Hardware Warranty shall not apply to, and Kairos shall have no obligation or liability for, Equipment problems or defects arising from any of the following:

(a) Batteries and battery life. Customer acknowledges that battery life can substantially vary based on environmental conditions, usage patterns, signal strength, temperature, humidity, and other circumstances outside of Kairos's direct control. Batteries and battery performance are expressly excluded from the Hardware Warranty. Kairos makes no warranty regarding battery life expectancy, and Customer shall bear all costs associated with battery replacement;

(b) Misuse, abuse, neglect, or improper handling, including use other than as specified in the Documentation;

(c) Unauthorized installation, repair, modification, or servicing by any person other than an authorized Kairos representative or trained personnel;

(d) Accident, natural disaster, water damage, power surges, or other factors beyond the reasonable control of Kairos;

(e) Environmental conditions including extreme temperatures, corrosive atmospheres, excessive moisture or condensation, or unusual mechanical, physical, or electrical stress;

(f) Installation at a location other than the approved Location, or relocation of Equipment without Kairos's prior written consent;

(g) Use of Equipment in combination with hardware, software, or materials not provided or approved by Kairos;

(h) Normal wear and tear, including cosmetic damage that does not affect functionality;

(i) Pre-existing conditions at the installation site that existed prior to Equipment installation, including but not limited to pre-existing leaks, mold, structural instability, or aging HVAC equipment; or

(j) Force Majeure events as defined in Section 15.6.

3.7 **Firmware**. Equipment Firmware is licensed (not sold) to Customer and is licensed solely for use on the corresponding Equipment. Kairos reserves the right to update Firmware remotely. Customer shall cooperate with Kairos's instructions for implementing Firmware updates.

3.8 **Return of Equipment**. Upon termination or expiration of leased Equipment, Customer and Kairos shall cooperate in good faith to arrange the return of Equipment at Customer's expense, unless otherwise specified in the Quote.

4. INSTALLATION AND CUSTOMER COOPERATION

4.1 **Installation Services**. Installation shall be performed in accordance with the applicable Quote. Kairos shall install Equipment in a commercially reasonable and workmanlike manner in accordance with Kairos's standard installation procedures. Kairos is not responsible for plumbing component installation and is not liable for plumber installation of valves associated with the Kairos Equipment.

4.2 **Site Assessment and Advisory**. Prior to installation, Kairos shall advise Customer on the recommended location and positioning of Equipment. Customer acknowledges that Customer retains the ultimate decision regarding Equipment placement (each Location so designated by Customer, a "Designated Location"). Kairos shall have no liability for poor performance or functionality resulting solely from the Designated Location chosen by Customer. However, Kairos has the right to charge Customer for additional hardware when gateway signal strength remains impeded.

4.3 **Installation Timeframe.** Each installation timeframe shall be no greater than five (5) consecutive business days starting Monday and concluding Friday, typically from 9 am to 5 pm or within the Customer's set hours of operations. Kairos will provide sufficient resources to adhere to this installation timeframe and adhere to the Customer's hours of operations and employee break schedules.

4.4 **Phased or Partial Installation.** Any phased or partial installation ordered by the Customer is subject to additional trip fees for each phase succeeding the first installation order. If applicable, Customer will inform Kairos upfront about the need for phased installation, so adjusted pricing can be factored in the sales quote. Installation trip fees will cover travel, labor and other trip related costs not to exceed the amount stated in the executed agreement between Customer and Kairos. Any additional installation trip fees will be quoted separately and will need to be approved in writing by Customer before an additional installation trip is scheduled.

4.5 **Customer Provided Property Escort.** For installations requiring Property Escort (typically occupied and operational residential units), Customer acknowledges that they are made available during Customer's regular business hours to ensure continuity of access to occupied residential units. Any extended downtime during installation caused by Property Escorts' unavailability shall be additionally charged to Customer at $50 per hour (in quarter hour increments) for each installation technician assigned to the installation (typically 2-3 technicians).

4.6 **Access to Installation Assigned Areas.** Reasonable effort (defined by two (2) attempts in total for any resident denying access during the first attempt) will be attempted to gain access to every residential unit or other areas assigned to installation. Residential requests for special appointments will be minimized to ten (10) or less. Any additional residential special request will be additionally charged to Customer at $10 per occurrence. Installation timeframes are set with the expectation that installation team can enter units in succession, typically starting from the top floor and working downward.

4.7 **Inaccessible Units during Installation.** Customer shall be responsible for installations in remaining inaccessible units after the scheduled installation timeframe. Kairos will not be held liable for uninstalled devices due to resident's or third party denial of access.

4.8 **Technical Advice Disclaimer**. Kairos shall have no obligation or liability for any technical advice furnished to Customer, including advice regarding Equipment placement, system configuration, or building conditions. All such technical advice is given and accepted at Customer's sole risk.

4.9 **Third Party Installation Disclaimer.** Kairos is not liable nor responsible for plumbing component installation and notes zero liability for licensed or unlicensed plumbers or any other Third Party installation of valves associated with the Kairos solution.

4.10 **Customer Obligations**. Customer shall:

(a) ensure it has all necessary rights, title, and authority to permit Kairos to install Equipment at the Designated Locations;

(b) provide Kairos and its authorized agents reasonable access to the Location(s) during installation and for ongoing maintenance, at mutually agreed times upon reasonable notice;

(c) ensure an adult is home if minors are present in the Designated Location (i.e. residential unit);

(d) ensure the Designated Location is safe to access and there are no unattended pets or hazardous materials;

(e) provide OSHA (Occupational Safety and Health Administration) compliant equipment should Designated Location be a fall hazard or in the proximity of hazardous materials;

(f) designate a representative, when so required by Customer or Kairos, to accompany the Kairos installation team and facilitate access to gateway and sensor locations;

(g) ensure the accuracy and completeness of all information provided to Kairos, including valve specifications, pipe sizes, power supply locations, and other relevant details;

(h) inform Kairos of any issues, defects, or conditions that might affect installation or Equipment performance (e.g., current or pre-existing leaks, mold, structural instability, aging HVAC equipment);

(i) cause its employees, agents, contractors, and third parties to cooperate and coordinate with Kairos as reasonably necessary; and

(j) not, and not authorize or permit its personnel to, move, adjust, or modify installed Equipment without Kairos's prior written consent.

4.11 **Acceptance**. Following initial installation and verification by Customer that the Equipment is functioning correctly, the installation shall be deemed accepted. Customer's failure to raise issues within seven (7) business days of installation completion constitutes acceptance of the installation completion. The installation completion acceptance is not a Waiver of Hardware Warranty rights.

4.12 **Pre-Existing Conditions**. Kairos will endeavor to notify Customer of any pre-existing condition that could affect Equipment performance or the Customer's premises. However, Kairos is not responsible for damages caused by conditions that existed prior to installation and will not be able to identify issues that are not visibly apparent.

5. **SUPPORT AND MONITORING SERVICES**

5.1 **Support Tiers**. Kairos offers 1 (one) tier of support and monitoring services.

5.2 **Tier** - **Self-Monitoring with Standard Support**.

(a) Customer Self-Monitoring. Under this Tier, Customer is responsible for monitoring its own Equipment and Platform alerts through the Kairos Portal (app.kairoswater.io). Customer shall designate personnel responsible for reviewing alerts, responding to leak notifications, and taking appropriate action.

(b) Support Desk. Kairos shall maintain a support desk available during Support Hours (defined below). Customer may submit support requests via email or the Kairos Portal.

(c) Response Time. Kairos shall use commercially reasonable efforts to acknowledge and respond to this Tier support requests within twenty-four (24) hours of receipt during Support Hours.

(d) Customer Responsibility. Under this Tier, Customer assumes full responsibility for monitoring Equipment status, responding to alerts, and taking timely action to prevent or mitigate damage. Kairos shall have no liability for any damage, loss, or claim arising from Customer's failure to monitor or respond to alerts.

5.3 **Support Hours**. The Kairos Support Desk is available Monday through Friday, 8:00 AM to 6:00 PM Eastern Time, excluding U.S. federal holidays ("Support Hours"). Support requests received outside of Support Hours will be addressed on the next business day.

5.4 **Exclusions**. Support Services do not include:

(a) support for issues caused by Customer's misuse, unauthorized modification, or non-compliance with Documentation;

(b) support for third-party hardware, software, or systems not provided by Kairos;

(c) on-site visits (which shall be scheduled separately and may be subject to additional Fees as set forth in the Quote); or

(d) support for Equipment located outside the approved Location(s).

5.5 **Support Cooperation**. Customer shall provide Kairos with all information and access reasonably necessary to diagnose and resolve support issues, including remote access to the Platform, Equipment logs, and site access when required.

6. **FEES AND PAYMENT**

6.1 **Fees**. Customer shall pay the Fees set forth in the applicable Quote. Unless otherwise specified in the Quote, all Fees: (a) are stated in, and payable in, US Dollars; (b) are invoiced in advance at the commencement of each billing cycle; and (c) are payable within thirty (30) days of the invoice date. The invoicing schedule for Equipment, installation, and initial Subscription Fees shall be as specified in the applicable Quote.

6.2 **Fee Adjustments**. Customer's Fees shall not increase during the Initial Subscription Term. Following the Initial Subscription Term, Kairos may increase Fees no more than once per twelve (12) month period upon at least thirty (30) days' prior written notice. Any such increase shall not exceed the greater of (a) five percent (5%) or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the twelve (12) month period ending on the most recently available date prior to the notice. Notwithstanding the foregoing, if Customer enters a Renewal Term of two (2) years or longer, Kairos shall not increase the Subscription Fees applicable to the Platform for the duration of that Renewal Term.

6.3 **Taxes**. All Fees are exclusive of applicable sales, use, excise, and similar taxes, duties, and charges imposed by any governmental authority. Customer shall be responsible for all such taxes, except taxes based on Kairos's net income.

6.4 **Disputed Invoices**. If Customer disputes any invoice in good faith, Customer shall (a) provide written notice of the dispute within fifteen (15) days of receipt of the invoice, specifying the disputed amount and the basis for the dispute, and (b) pay the undisputed portion on a timely basis. The Parties shall work in good faith to resolve any dispute promptly.

6.5 **Late Payments**. All undisputed amounts not paid when due shall accrue interest at the lesser of (a) one and one-half percent (1.5%) per month (18% APR), calculated daily and compounded monthly, and (b) the maximum rate permitted by applicable Law. Customer shall reimburse Kairos for all reasonable costs incurred in collecting late payments, including reasonable attorneys' fees.

6.6 **Suspension for Non-Payment**. Without waiving any other remedies, and in line with Section 2.4, Kairos may suspend the Platform and Services if any undisputed amounts remain unpaid for more than seven (7) days following written notice of delinquency.

6.7 **Non-refundable and non-cancelable Subscription Fees**. Subscription fees are non-refundable and non-cancelable, and Customer's payment obligations for the Subscription Term are non-contingent of actual use of the Services. Even if Customer is terminating this Agreement other than as expressly permitted herein, Customer shall remain responsible for all Subscription Fees for the remainder of the then-current Subscription Term, which shall become immediately due and payable.

7. **DATA OWNERSHIP AND PRIVACY**

7.1 **Customer Data**. As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Kairos a non-exclusive, worldwide, royalty-free license to use, process, and store Customer Data solely as necessary to provide the Deliverables and perform its obligations under this Agreement.

7.2 **Platform Data and Aggregated Data**. As between the Parties, all Platform Data and Aggregated Data shall be owned solely by Kairos. Kairos grants Customer a non-exclusive, worldwide, royalty-free license to access and use Aggregated Data relating to Customer's Locations through the Platform during the Subscription Term.

7.3 **Data Insights**. Customer acknowledges that the Platform generates data insights, reports, and analytics based on processing of Customer Data and Platform Data. The underlying algorithms, models, methodologies, and analytical techniques used to generate such insights are Kairos's Intellectual Property.

7.4 **No Sensitive Data**. Customer shall not submit or transmit Sensitive Data to the Platform or otherwise provide Sensitive Data to Kairos, unless the Parties have executed a separate Data Processing Addendum addressing such data.

7.5 **Aggregated Data — No PII**. Aggregated Data shall not contain any personally identifiable information ("PII") relating to Customer, the residents of its communities, or any identifiable individual.

7.6 **Data Processing Addendum**. The Data Processing Addendum ("DPA") setting forth additional terms governing the processing of personal data is incorporated by reference into this Agreement.

7.7 **Data Retention**. Upon termination of this Agreement, Customer acknowledges that it will have no further access to Customer Data within the Platform. Kairos shall, upon Customer's written request made within sixty (60) days of termination, make Customer Data available for export in a standard machine-readable format. Thereafter, Kairos may delete Customer Data in accordance with its data retention policies.

8**. INTELLECTUAL PROPERTY**

8.1 **Kairos Ownership**. As between the Parties, Kairos is and shall be the sole and exclusive owner of all right, title, and interest (including all Intellectual Property Rights) in and to the Platform, Equipment designs, Firmware, Documentation, Kairos trademarks, Platform Data, Aggregated Data, and all improvements, derivative works, and modifications thereof, regardless of inventorship or authorship.

8.2 **Feedback**. If Customer provides any feedback, suggestions, ideas, or enhancement requests regarding the Platform or Equipment ("Feedback"), Customer hereby assigns to Kairos all right, title, and interest in and to such Feedback. Kairos shall be free to use, disclose, reproduce, license, and otherwise exploit Feedback without restriction or obligation to Customer.

8.3 **Customer Intellectual Property**. Nothing in this Agreement transfers any of Customer's pre-existing Intellectual Property Rights to Kairos, except for the limited license to Customer Data granted in Section 7.1.

8.4 **Co-Marketing License**. During the Subscription Term, the Parties grant each other a limited, non-exclusive, revocable license to use such trademarks as each may designate from time to time, solely for the purpose of publicly marketing and promoting the Deliverables. Neither Party shall issue any press release or public announcement concerning this Agreement without the prior written approval of the other Party, not to be unreasonably withheld or delayed.

9. **CONFIDENTIALITY**

9.1 **Definition**. "Confidential Information" means all information disclosed by one Party to the other Party, in any form, which is designated as confidential or proprietary, or which a reasonable businessperson would understand to be confidential given the nature of the information or circumstances of disclosure. Confidential Information includes, without

limitation: business plans, pricing, technical data, software code, algorithms, customer lists, financial information, and the terms (but not the existence) of this Agreement.

9.2 **Obligations**. Each Party shall: (a) protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) use the other Party's Confidential Information solely to exercise its rights and perform its obligations under this Agreement; and (c) disclose the other Party's Confidential Information only to its employees, agents, and contractors who have a need to know and are bound by confidentiality obligations no less protective than those herein.

9.3 **Exceptions**. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party on a non-confidential basis prior to disclosure; (c) is received from a third party without restriction and without breach of any obligation of confidentiality; (d) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (e) is disclosed with the prior written approval of the disclosing Party.

9.4 **Compelled Disclosure**. A receiving Party may disclose Confidential Information to the extent required by court order, subpoena, or applicable Law, provided that the receiving Party: (a) gives the disclosing Party prompt written notice (to the extent legally permitted) so that the disclosing Party may seek a protective order; and (b) discloses only the minimum amount required.

9.5 **Kairos Disclosures**. Notwithstanding the foregoing, Kairos may disclose Customer's Confidential Information to Kairos's Affiliates, Hosting Providers, and subcontractors performing obligations under this Agreement, provided such parties are bound by confidentiality obligations no less protective than those herein.

9.6 **Survival**. The obligations of this Section 9 shall survive for five (5) years after termination or expiration of this Agreement.

10**. REPRESENTATIONS AND WARRANTIES**

10.1 **Mutual Warranties**. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has the power and authority to enter into and perform this Agreement; (c) the execution and performance of this Agreement have been duly authorized; and (d) this Agreement constitutes a legal, valid, and binding obligation.

10.2 **Kairos Platform Warranty**. Kairos represents and warrants that: (a) the Platform will perform in material conformity with its Documentation during the Initial Subscription Term; and (b) any Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards.

10.3 **Kairos IP Warranty**. Kairos represents and warrants that, as of the Effective Date, the Platform and Equipment, as delivered to Customer and when used as contemplated in this Agreement, do not and will not misappropriate or infringe any Intellectual Property Rights of any third party.

10.4 **Hardware Warranty**. Kairos's hardware warranty is set forth in Section 3.4 through Section 3.6 (Hardware Warranty, Remedies, and Exclusions).

10.5 **Customer Warranties**. Customer represents and warrants that: (a) it has all necessary rights and authority to permit installation of Equipment at the Designated Locations; (b) all information provided to Kairos is accurate and complete; (c) it shall comply with all applicable Laws in connection with its use of the Deliverables; and (d) it shall not permit any competitor of Kairos to view, use, access, or copy Kairos's Intellectual Property, including the Platform.

10.6 **SYSTEM LIMITATION DISCLAIMER**. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PLATFORM AND EQUIPMENT CONSTITUTE AN AUXILIARY SYSTEM AND DO NOT GUARANTEE THE PREVENTION OF WATER LEAKS, FLOODING, WATER DAMAGE, MOLD, OR RELATED DAMAGE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A GUARANTEE OR UNDERTAKING BY KAIROS TO PREVENT WATER LEAKS, FLOODING, OR RELATED DAMAGE. THE SYSTEM HAS INHERENT LIMITATIONS, INCLUDING BUT NOT LIMITED TO DEPENDENCE ON POWER SUPPLY, NETWORK CONNECTIVITY, ENVIRONMENTAL CONDITIONS, EQUIPMENT PLACEMENT, AND BATTERY LIFE. KAIROS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR CLAIM ARISING FROM THE SYSTEM'S FAILURE TO DETECT OR PREVENT ANY WATER LEAK OR RELATED EVENT.

10.7 **GENERAL DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM, EQUIPMENT, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KAIROS HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, KAIROS DOES NOT WARRANT THAT: (A) THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (B) ALL DEFECTS WILL BE CORRECTED; (C) THE PLATFORM WILL BE COMPATIBLE WITH

CUSTOMER'S EXISTING SYSTEMS; OR (D) THE PLATFORM WILL BE AVAILABLE AT ALL TIMES OR AT ANY SPECIFIC LOCATION.

11. **INDEMNIFICATION**

11.1 **Kairos Indemnification**. Subject to the limitations set forth in this Section 11, Kairos shall defend, indemnify, and hold harmless Customer and its directors, officers, employees, and agents ("Customer Indemnitees") from and against any third-party claims, damages, losses, and reasonable expenses (including reasonable attorneys' fees) arising from:

(a) Kairos's gross negligence or willful misconduct in the performance of this Agreement; or

(b) any third-party claim that the Platform or Equipment, as delivered under this Agreement, infringes or misappropriates any Intellectual Property Rights of a third party (an "Infringement Claim").

11.2 **Customer Indemnification**. Subject to the limitations set forth in this Section 11, Customer shall defend, indemnify, and hold harmless Kairos and its directors, officers, employees, and agents ("Kairos Indemnitees") from and against any third-party claims, damages, losses, and reasonable expenses (including reasonable attorneys' fees) arising from:

(a) Customer's gross negligence or willful misconduct;

(b) Customer's breach of Section 2.3 (Usage Restrictions) or unauthorized use of the Platform or Equipment;

(c) Customer's breach of any representation or warranty set forth in this Agreement; or

(d) the inaccuracy of Customer-provided information, including site conditions, valve specifications, or building data.

11.3 **Kairos IP Indemnity Exclusions**. Kairos shall have no obligation under Section 11.1(b) to the extent the Infringement Claim is based on: (i) modification of the Platform or Equipment by anyone other than Kairos; (ii) use of the Platform or Equipment in combination with products or services not provided by Kairos; or (iii) Customer's specifications or instructions.

11.4 **IP Remediation**. If the Platform or Equipment becomes, or in Kairos's reasonable opinion is likely to become, the subject of an Infringement Claim, Kairos may, at its option and expense: (a) obtain the right for Customer to continue using the affected Deliverable; (b) replace or modify the affected Deliverable to make it non-infringing; or (c) if neither (a)

nor (b) is commercially feasible, terminate this Agreement and refund Customer a pro-rata portion of any prepaid Fees for the remainder of the Subscription Term.

11.5 **Indemnification Cap**. Each Party's aggregate indemnification obligations under this Section 11 shall not exceed the total Fees payable by Customer under this Agreement in the twelve (12) month period immediately preceding the event giving rise to the claim.

11.6 **Indemnification Procedure**. The indemnified Party shall: (a) provide prompt written notice of the claim to the indemnifying Party (failure to provide prompt notice shall relieve the indemnifying Party only to the extent materially prejudiced); (b) grant the indemnifying Party sole control of the defense and settlement (provided that any settlement requiring admission of liability or payment by the indemnified Party requires the indemnified Party's prior written consent); and (c) provide reasonable cooperation at the indemnifying Party's expense. The indemnified Party may participate in the defense at its own cost.

11.7 **Sole Remedy**. This Section 11 states each Party's sole obligation and liability, and the other Party's sole and exclusive remedy, for any claim subject to indemnification hereunder.

12. **LIMITATION OF LIABILITY**

12.1 **Exclusion of Indirect Damages**. EXCEPT FOR BREACHES OF SECTION 9 (CONFIDENTIALITY), GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR ANTICIPATED SAVINGS; OR ANY LOSS OF OR DAMAGE TO DATA, REPUTATION, OR GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 **Cap on Direct Damages**. EXCEPT FOR BREACHES OF SECTION 9 (CONFIDENTIALITY), GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO KAIROS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 **Application**. The foregoing exclusions and limitations shall apply: (a) to the maximum extent permitted by applicable Law; (b) regardless of whether the Party has been advised of

the possibility of such damages; (c) even if any remedy fails of its essential purpose; and (d) regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise).

13. **INSURANCE**

13.1 **Kairos Insurance**. During the Subscription Term, Kairos shall maintain, at its own expense:

(a) Workers' Compensation insurance as required by applicable Law, including Employer's Liability with minimum limits of $1,000,000 per accident;

(b) Commercial General Liability insurance, including products liability and contractual liability, with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate; and

(c) Umbrella/Excess Liability with minimum limits of $2,000,000 per occurrence and in the aggregate;

(d) Cyber Insurance Coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate.

13.2 **Insurance Requirements**. All insurance shall be placed with insurers rated at least A-VIII by AM Best (or equivalent). All liability policies shall be written on an occurrence basis.

13.3 **Certificates**. Upon Customer's request, Kairos shall provide certificates of insurance evidencing the above coverage.

13.4 **Additional Coverage**. If Customer requires coverages greater than or in addition to the above, Customer may be subject to additional Fees as set forth in the Quote.

14. **TERM AND TERMINATION**

14.1 **Subscription Term**. This Agreement commences on the Installation Date and, unless terminated in accordance with this Section 14, shall continue for the initial subscription term specified in the Quote (the "Initial Subscription Term"). Upon expiration of the Initial Subscription Term, the Agreement shall renew as specified in the Quote (each, a "Renewal Term") and subject to a price increase not exceeding 5% or the CPI-U index as described in 6.2, unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. Unless otherwise specified in the Quote, each Renewal Term shall be one (1) year in duration. The Initial Subscription Term and any Renewal Terms are collectively the "Subscription Term."

14.2 **Agreement Recission**. Customer has the right to cancel the Agreement by written notification when the Agreement is signed, and the contractual deposit is paid, but Kairos

has not yet ordered the hardware. In this case, Kairos will return the contractual deposit within sixty (60) days to Customer. When Kairos has ordered the hardware, Customer has forfeited their right to receive the contractual deposit.

14.3 **Termination for Cause**. Either Party may terminate the Agreement upon written notice to the other Party if:

(a) the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) business days after receiving written notice specifying the breach in reasonable detail (except that for payment breaches, the cure period shall be fourteen (14) calendar days); or

(b) the other Party: (i) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy, insolvency, or debtor's relief law, which is not fully stayed within seven (7) days or is not dismissed within sixty (60) days after filing; (ii) makes a general assignment for the benefit of creditors; (iii) has a receiver appointed for it or its property, which appointment is not dismissed within sixty (60) days; or (iv) is liquidating, dissolving, or ceasing normal business operations.

14.4 **Termination for Kairos Non-Performance**. Without limiting the generality of Section 14.3, if Kairos fails to remedy a material defect in the Platform or Equipment, or fails to restore material service functionality, within thirty (30) business days after Customer provides written notice specifying the issue in reasonable detail (the "Cure Period"), Customer may terminate this Agreement upon written notice to Kairos effective immediately. For purposes of this Section, a defect or service failure shall be considered material only if it substantially impairs the core functionality of the Platform or Equipment across the majority of the installed Locations. In such event:

(a) Customer shall be entitled to a pro-rata refund of any prepaid Fees for the unused portion of the then-current Subscription Term;

(b) any minimum commitments or early termination fees shall be waived; and

(c) Customer shall cooperate with Kairos regarding the return of leased Equipment pursuant to Section 3.8.

14.5 **Termination for Kairos Insolvency**. If Kairos becomes subject to any of the insolvency events described in Section 14.3(b) and is unable to perform its obligations under this Agreement as a result:

(a) Customer may terminate this Agreement immediately upon written notice;

(b) Customer shall be entitled to a pro-rata refund of any prepaid Fees;

(c) Kairos (or its trustee, receiver, or successor) shall make commercially reasonable efforts to provide Customer with access to Customer Data in a standard machine-readable format within thirty (30) days of termination; and

(d) any non-compete, non-solicitation, or exclusivity obligations of Customer under this Agreement shall immediately terminate.

14.6 **Effect of Termination**. Upon termination or expiration of this Agreement:

(a) all licenses granted to Customer shall terminate immediately;

(b) Customer shall cease all access to and use of the Platform and Equipment (and Kairos may verify same);

(c) any outstanding Fees and charges accrued or due as of termination shall become immediately due and payable (except in the case of termination by Customer pursuant to Section 14.4 or 14.5);

(d) Customer shall cooperate with Kairos regarding the return of leased Equipment per Section 3.8;

(e) each Party shall return or destroy the other Party's Confidential Information upon request; and

(f) Customer may request export of Customer Data per Section 7.7.

14.7 **Survival**. Sections 3.6 (Hardware Warranty Exclusions), 7 (Data Ownership and Privacy), 8 (Intellectual Property), 9 (Confidentiality), 10.6 (System Limitation Disclaimer), 10.7 (General Disclaimer), 11 (Indemnification), 12 (Limitation of Liability), 14.5 (Insolvency), 14.6 (Effect of Termination) and 15 (Miscellaneous) shall survive any termination or expiration of this Agreement, as shall any right, obligation, or provision that by its nature should survive.

15. **MISCELLANEOUS**

15.1 **Entire Agreement**. This Agreement (including the Quote and DPA, and any exhibits or schedules) constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

15.2 **Notices**. All notices required or permitted under this Agreement shall be in writing and shall be deemed given upon: (a) personal delivery; (b) the second business day after mailing via U.S. registered or certified mail, return receipt requested; (c) delivery by

nationally recognized overnight courier; or (d) upon confirmed receipt if sent by electronic mail. Notices to Kairos shall be sent to:

Kairos Water, Inc.

Attention: Legal Department

1700 Northside Drive, Suite A7, Unit #5543

Atlanta, Georgia 30318

Email: legal@kairoswater.io

Customer's notice address shall be as specified in the Quote.

15.3 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld; provided, however, that either Party may assign this Agreement without consent to an Affiliate or to a successor by merger, acquisition, or sale of all or substantially all its assets. Neither Party shall assign this Agreement to a direct competitor of the other Party without express written consent. Any prohibited assignment shall be void.

15.4 **Governing Law**; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law principles. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15.5 **Severability**. If any provision of this Agreement is held invalid or unenforceable, the court shall modify such provision to the minimum extent necessary to make it valid and enforceable. The remaining provisions shall continue in full force and effect.

15.6 **Force Majeure**. Neither Party shall be liable for any failure or delay in performance (excluding payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics, pandemics, war, terrorism, riots, government actions, labor disputes, power outages, internet or telecommunications failures, or shortages of materials ("Force Majeure"). If a Force Majeure event continues for more than one hundred eighty (180) consecutive days, either Party may terminate this Agreement upon written notice.

15.7 **Relationship of Parties**. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

15.8 **Waiver**. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right shall constitute a waiver thereof.

15.9 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein confers any rights on any third party.

15.10 **Export Compliance**. Customer represents and warrants that it shall not export, re-export, or transfer the Platform or Equipment in violation of any applicable export control laws, including the U.S. Export Administration Regulations (EAR), ITAR, or OFAC sanctions.

15.11 **Counterparts**. This Agreement may be executed in counterparts, each of which is an original, and all of which together constitute one agreement. Electronic signatures and scanned copies shall have the same legal effect as originals.

15.12 **Interpretation**. The words "include," "includes," and "including" mean "including without limitation." Headings are for convenience only. This Agreement shall be construed without regard to any presumption against the drafting Party.

15.13 **Fees, Costs, and Expenses**. Except as otherwise provided herein, each Party shall bear its own costs and expenses. In any action to enforce this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.