

SOFTWARE ADDENDUM

TO THE GENERAL TERMS AND CONDITIONS (ATTACHMENT A)

Master Agreement No. 2026-BUS-7694

This Software Addendum (“**Addendum**”) is entered into as of the Effective Date of the Agreement referenced above by and between the State of Iowa Department of Management (“**DOM**”) and Malum, Inc. dba IntelliSee (“**Vendor**”) and supplements and modifies the General Terms and Conditions set forth in Attachment A to the Contract Declaration and Execution Section (“**CD&E**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In the event of any conflict between the terms of this Addendum and the terms of Attachment A to the Agreement, the terms of this Addendum shall control, except as otherwise expressly prohibited by Section 3.2.2 of Attachment A or by applicable law. Notwithstanding the foregoing, no provision of this Addendum shall supersede or limit the obligations and restrictions set forth in Attachment B (Data Protection Addendum) to the Agreement, which shall control in the event of any conflict with this Addendum.

1. SOFTWARE LICENSE

1.1. License Grant. Subject to the terms and conditions of the Agreement, Vendor hereby grants to Purchasing Entity a non-exclusive, non-transferable (except as permitted under Section 11.7 of Attachment A), limited license during the applicable Purchasing Instrument term to access and use the Vendor Deliverables solely for Purchasing Entity’s internal business purposes in accordance with the applicable Documentation and Specifications.

1.2. License Restrictions. Purchasing Entity shall not, and shall not permit any third party to: (a) sublicense, sell, lease, or otherwise transfer the Vendor Deliverables except to Authorized Contractors as permitted under the Agreement; (b) modify, adapt, alter, translate, or create derivative works of the Vendor Deliverables except as expressly permitted; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Vendor Deliverables; (d) use the Vendor Deliverables to develop a competing product or service; (e) remove, alter, or obscure any proprietary notices on the Vendor Deliverables; or (f) use the Vendor Deliverables in violation of applicable law or for any purpose other than the authorized internal purposes.

1.3. Vendor Materials. For the purposes of the Agreement, “Vendor Materials” include all pre-existing materials and all materials developed, authored, reduced to practice, or created by Vendor or on Vendor’s behalf that are not identified as Customer-Owned Deliverables in any Purchasing Instrument. For the avoidance of doubt, the parties do not intend for, and will not contract for, any Deliverables to be specifically created or developed by Vendor at the direction of the Purchasing Entity pursuant to this Agreement, unless a Purchasing Instrument explicitly provides otherwise.

1.4. Source Code Triggering Events. For purposes of Section 3.3.3 of Attachment A (Source Code Release and License Rights), Vendor’s exercise of any of its rights under the Agreement alone, including pursuant to Section 9 (Termination), shall not constitute a “Triggering Event.”

1.5. Cure Period. Without limiting Purchasing Entity’s rights under the Agreement, if an alleged breach of the Agreement by Vendor is capable of being cured, Purchasing Entity will provide Vendor with a 30-day cure period prior to exercising its right to terminate.

2. DATA USAGE

2.1. Customer License to Vendor. Purchasing Entity hereby grants to Vendor a non-exclusive, royalty-free, sublicensable solely to subcontractors engaged to assist in providing the Deliverables (subject to obligations and restrictions no less restrictive than those set forth in the Agreement and Attachment B), non-transferable (except as permitted by the Agreement), revocable upon termination or expiration of the Agreement, worldwide right and license to use, modify, copy, and process Customer Data and Purchasing Entity's Confidential Information for the purposes of providing the Deliverables under the Agreement. This license is subject to and does not supersede the restrictions in Attachment B. Section 2.1

2.2. Data Usage. Purchasing Entity hereby acknowledges and agrees that Vendor may Process Customer Data or Confidential Information that is in the form of video streams, still images, video clips, and frames captured by the Deliverables representing camera views, or similar data provided directly by Purchasing Entity to Vendor (collectively, "**Visual Data**"). Vendor may Process Visual Data for the purposes of AI training, fine-tuning, validation, or testing in Vendor's provision of the Deliverables to Purchasing Entity (with the applicable Purchasing Instrument being deemed written approval). Any such approved AI training use shall comply with applicable laws, and Vendor shall not disclose Visual Data to any third party or use Visual Data in any manner that could enable identification or reconstruction of Purchasing Entity's facilities, personnel, or operations. Vendor shall ensure that any model trained using Visual Data does not enable a third party to identify, reconstruct, or reverse-engineer Purchasing Entity's Visual Data. In no event shall Vendor publish any of the Visual Data without the written approval by the Purchasing Agent. At all times, Purchasing Entity will maintain ownership of its Customer Data and Confidential Information.

2.3. Data Retention. "**Alert Data**" means Visual Data that is collected and stored when a defined incident or risk event is detected by the Deliverables and then promoted to an Alert based on the Purchasing Entity's configuration of the Deliverable. Vendor shall have no control over, responsibility for, or liability with respect to Alert Data once it has been transmitted to Purchasing Entity or Purchasing Entity's designated recipients. In addition, Alert Data will be retained by Vendor per the Deliverables' system design (including any relevant Documentation) and the terms and conditions of the Agreement. In no event shall Vendor be required to retain, store, or retrieve Customer Data more than thirty (30) days following the date of termination of the Agreement or the relevant Purchasing Instrument (unless the parties have expressly agreed upon retention during the Transition Period). Vendor shall retain Customer Data for a period of 30 days following termination. During such 30-day period, Vendor will cooperate with Purchasing Entity, upon Purchasing Entity's written request, in transferring all such Customer Data in Vendor's possession to Purchasing Entity.

2.4. Abstract Data. Vendor is authorized to Process Visual Data related to Purchasing Entity's camera view environments collected during implementation and configuration (collectively, "**Environment Artifacts**") to create data that is no longer specifically associated with Purchasing Entity ("**Abstract Data**"). As between the parties, the Deliverables, together with such Abstract Data, as well as any model weights, influences, or structural components derived from Vendor's processing of Visual Data, are the sole and exclusive property of Vendor. For purposes of this Section, "Abstract Data" means data that has been irreversibly de-identified such that it cannot reasonably be used, alone or in combination with other information, to identify Purchasing Entity, its facilities, personnel, or operations.

2.5. Vendor Confidential Information. Unless otherwise required by applicable law, the Purchasing Entity will not use Vendor's Confidential Information for Purchasing Entity's, or any third party's, own commercial benefit or to compete with Vendor's products or services. In the

event Purchasing Entity is required to disclose, or otherwise make available, any of Vendor's Confidential Information to a third party, or use, or permit a third party to use, any of Vendor's Confidential Information, in each case in a manner not already permitted by the terms and conditions of the Agreement, Purchasing Entity will give Vendor at least five (5) business days' advance notice of the prospective disclosure or use, to allow Vendor an opportunity to object or otherwise take steps to prevent the disclosure or use. The foregoing shall not prevent or limit Purchasing Entity's obligations to comply with applicable laws, rules, or regulations.

3. WARRANTY LIMITATIONS AND DISCLAIMERS

3.1. Limits of Representations, Warranties, and Covenants. Due to the nature of Vendor Deliverables and in acknowledgement that the performance of Vendor Deliverables is dependent on Purchasing Entity environments and participation and that performance may be impacted by circumstances outside of Vendor control, the limitations set forth in Sections 3.2 through 3.6 of this Addendum shall apply.

3.2. No Error-Free Warranty. VENDOR DOES NOT GUARANTEE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT ANY APPLICATION OR SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT VENDOR WILL CORRECT ALL SERVICES ERRORS BEYOND MATERIAL DEFICIENCIES.

3.3. Environmental Factors and Agency Environment Disclaimer. DOM AND PURCHASING ENTITY ACKNOWLEDGE THAT VENDOR DOES NOT CONTROL THE PURCHASING ENTITY'S ENVIRONMENT AND THAT FACTORS OUTSIDE OF THE VENDOR'S CONTROL MAY IMPACT PERFORMANCE AND OPERABILITY OF THE VENDOR DELIVERABLES. VENDOR HAS NO LIABILITY UNDER THIS ADDENDUM OR THE AGREEMENT FOR: (A) ISSUES ARISING FROM THE PURCHASING ENTITY'S ENVIRONMENT, INFRASTRUCTURE, OR OPERATIONAL CONTEXT, INCLUDING NETWORK INFRASTRUCTURE, CAMERA QUALITY, PLACEMENT, OR OPERABILITY, THE FITNESS OF CAMERA VIEWS TO VENDOR GUIDELINES, NETWORK CONFIGURATION, POWER OR COOLING FAILURES, INCOMPATIBLE HARDWARE, INSUFFICIENT BANDWIDTH, THE VISIBILITY OF ANY INCIDENTS THAT MAY BE OCCURRING ON PURCHASING ENTITY PROPERTY, THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES (INCLUDING THE INTERNET), OR THE PURCHASING ENTITY'S PHYSICAL PREMISES; (B) ACTS OR OMISSIONS OF THE PURCHASING ENTITY'S PERSONNEL, USERS, OR ADMINISTRATORS, INCLUDING IMPROPER CONFIGURATION, UNAUTHORIZED ACCESS, MISUSE OF THE DELIVERABLES, FAILURE TO RESPOND TO ALERTS, OR ANY DECISION MADE BY PURCHASING ENTITY PERSONNEL IN RELIANCE ON DELIVERABLE OUTPUTS; (C) THE ACCURACY, COMPLETENESS, QUALITY, OR SUITABILITY OF ANY DATA PROVIDED BY THE PURCHASING ENTITY OR ORIGINATING FROM THE PURCHASING ENTITY'S ENVIRONMENT; (D) DETECTION ACCURACY, FALSE POSITIVES, FALSE NEGATIVES, MISSED DETECTIONS, OR ALERT QUALITY RESULTING FROM THE PURCHASING ENTITY'S CONFIGURATION CHOICES; OR (E) THE PERFORMANCE, AVAILABILITY, SECURITY, OR SUITABILITY OF ANY THIRD-PARTY SYSTEMS OR SERVICES USED BY THE PURCHASING ENTITY IN CONNECTION WITH THE DELIVERABLES. NOTWITHSTANDING THE FOREGOING: (I) THE DISCLAIMER IN SUBPART (D) SHALL NOT APPLY TO DETECTION FAILURES ARISING FROM CONFIGURATIONS PERFORMED BY PURCHASING ENTITY IN ACCORDANCE WITH VENDOR'S DOCUMENTATION AND GUIDELINES; AND (II) NOTHING IN THIS SECTION SHALL LIMIT VENDOR'S LIABILITY FOR BODILY INJURY OR DEATH ARISING FROM VENDOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

3.4. General Disclaimer. EXCEPT FOR THE SPECIFIC REPRESENTATIONS OF VENDOR CONTAINED HEREIN OR SPECIFICALLY PROVIDED FOR IN ANY PURCHASING INSTRUMENT, THE DELIVERABLES ARE PROVIDED TO PURCHASING ENTITY “AS IS” AND NEITHER VENDOR, NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY OTHER KIND EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES, OR THE ACCURACY OR COMPLETENESS THEREOF, OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. VENDOR EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE DELIVERABLES WILL MEET ALL PURCHASING ENTITY REQUIREMENTS OR THAT THE DELIVERABLES WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR APPLICATIONS.

3.5. Misuse Disclaimer. VENDOR SHALL NOT BE LIABLE FOR AND DOES NOT WARRANT PURCHASING ENTITY MISUSE OF VENDOR DELIVERABLES, FAILURE OF PURCHASING ENTITY TO ADHERE TO VENDOR REQUIREMENTS FOR VENDOR HARDWARE PRODUCTS (E.G., SERVERS AND THE SUBSEQUENT MANAGEMENT OF THESE SERVERS), NON-AUTHORIZED ADDITION OF SOFTWARE OR FIRMWARE ONTO VENDOR APPLIANCES/SERVERS, NON-AUTHORIZED ACCESS INTO VENDOR HARDWARE/APPLIANCES, NON-AUTHORIZED ACCESS INTO VENDOR SOFTWARE OR CODE, OR OTHER USE OF OR TAMPERING WITH VENDOR DELIVERABLES.

3.6. SUPPLEMENTAL LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY AND NOT PROHIBITED BY APPLICABLE LAWS, SPECIFICALLY INCLUDING THE PROHIBITIONS AGAINST LIMITATIONS OF VENDOR LIABILITY SET FORTH IN IOWA ADMIN. CODE 11—120.5, IN NO EVENT SHALL VENDOR OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF PURCHASING ENTITY OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT VENDOR OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO VENDOR’S GROSS NEGLIGENCE OR FRAUD, VENDOR’S INDEMNIFICATION OBLIGATIONS, OR VENDOR’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, VENDOR’S TOTAL LIABILITY HEREUNDER UNDER ANY OTHER THEORY OF LIABILITY IS LIMITED TO THE GREATER OF: (A) THE FEES PAID TO VENDOR BY PURCHASING ENTITY IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD PRIOR TO ANY SUCH ACT; OR (B) THE INSURANCE LIMITS AS DEFINED IN SECTION 12.3 OF ATTACHMENT A. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL THIS CAP APPLY TO CLAIMS FOR BODILY INJURY, DEATH, VENDOR’S GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

3.7. INDEMNIFICATION. Section 8 (Indemnification) of Attachment A is hereby amended to provide that Vendor shall indemnify and hold harmless the Indemnitees from and against any third-party claims, legal actions, judgments, penalties, fines, recoupments, or other costs, including costs of counsel, arising out of: (a) Vendor’s breach of the Agreement; (b) Vendor’s gross negligence or willful misconduct; or (c) any third-party infringement claims related to the Vendor Deliverables.

4. PURCHASING ENTITY RESPONSIBILITIES

4.1. Purchasing Entity Cooperation. Purchasing Entity shall provide the Vendor with all necessary and reasonable cooperation in relation to this Agreement and related Purchasing Instruments and all necessary access to such information as may be required by Vendor in order to render the Deliverables. Lack of participation by Purchasing Entity shall not reduce or eliminate Purchasing Entity payment nor other obligations as defined in the Agreement and related Purchasing Instruments.

4.2. Purchasing Entity Use. Purchasing Entity shall operate and use Vendor Deliverables in accordance with all laws, in accordance with this Agreement and related Purchasing Instruments and those Agreements' related terms, and solely for the Vendor Deliverables' intended purposes.

4.3. Purchasing Entity Responsibilities. Without limiting Section 3.3, Purchasing Entity is responsible for maintaining a suitable environment for the Deliverables, and Purchasing Entity is solely responsible for configuring or directing the configuration of detection parameters, alert settings, user access permissions, and other Deliverable settings. Purchasing Entity shall implement appropriate access controls to prevent unauthorized use of the Deliverables. Vendor has no obligation to monitor or restrict Purchasing Entity's configuration choices.

4.4. RESERVED.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Software Addendum as of the Effective Date of the Agreement.

STATE OF IOWA DEPARTMENT OF MANAGEMENT

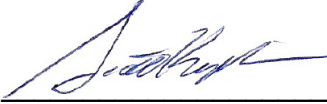
By: Matt Behrens

Name: Kraig Paulsen Matt Behrens -Delegated Signatory Chief Information Officer

Title: Director, Department of Management

Date: 8/21/2026 | 11:07 AM CDT

MALUM, INC. DBA INTELLISEE

By: 

Name: Scott Keplinger

Title: CEO

Date: 08/14/26