

ONEVISION TERMS OF SERVICE

Last updated: April 24, 2025

Unless superseded by a Master Subscription Agreement (or equivalent agreement governing the use of SaaS products offered by Cognex) executed by the Parties in which case such separate agreement shall govern, these OneVision Terms of Service (these “**Terms**”) govern your (or the company or entity on whose behalf you entered into these Terms or that is otherwise identified on the applicable Order Form, if any) (“**Customer**,” “**you**” or “**your**”) use of the OneVision Platform Services (as defined herein below) as made available by Cognex. If your principle place of business is located in the Americas, the OneVision Platform Services are provided by Cognex Corporation, a Massachusetts corporation with a principle place of business at One Vision Drive, Natick, MA 01760 USA; if your principle place of business is located in the Europe, the Middle East, Africa, or Asia Pacific, the OneVision Platform Services are provided by Cognex Ireland Ltd, having its registered office at Gateway Business Park, Units 2008 - 2014, Block 2000 Mallow Road Cork, Ireland. Cognex Corporation and Cognex Ireland are referred to herein as “**Cognex**,” “**we**,” or “**us**.” Cognex and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

1. **AGREEMENT TO TERMS AND CONDITIONS.**

- 1.1. By using the OneVision Platform Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not access or use the OneVision Platform Services. If you are accessing and using the OneVision Platform Services on behalf of a legal entity (such as your employer), you represent and warrant that you have the authority to bind that entity to these Terms.
- 1.2. These OneVision Terms of Service are a supplement to the Cognex Terms and Conditions of Sale for Standard Products, available at <https://www.cognex.com/terms-and-conditions> (collectively, the “Terms and Conditions”), which Terms and Conditions are fully incorporated herein and hereby and form an integral part of this document. In the event of a conflict between the Terms and Conditions and these OneVision Terms of Service, these OneVision Terms of Service take precedence.

2. **DEFINITIONS.**

- 2.1. “**Authorized Users**” means employees, consultants or contractors authorized by Customer to use the OneVision Platform Services.
- 2.2. “**Documentation**” means the then-current technical and user documentation for the OneVision Platform Services, including the applicable product descriptions available on the Site.
- 2.3. “**Trained Models**” means the AI models resulting from Cognex fine-tuning its AI models on Customer Materials, Input and/or Output.
- 2.4. “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 2.5. “**Cognex Intellectual Property**” means the OneVision Platform Services, the underlying software provided in conjunction with the OneVision Platform Services, algorithms, AI models, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the OneVision Platform Services, Documentation and Aggregate Data, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

- 2.6. **“Order Form”** means a mutually executed order form, an accepted purchase order, or other mutually agreed upon ordering document which references these Terms and sets forth the applicable OneVision Platform Services to be provided by Cognex.
- 2.7. **“Personal Data”** means any information defined as “personally identifiable information,” “personal data,” “sensitive personal data,” “special categories of personal data,” “personal information” or any other analogous term under applicable law.
- 2.8. **“Platform”** means the Cognex proprietary platform for delivering the OneVision Platform Services and functionality made available by Cognex.
- 2.9. **“OneVision Platform Services”** means the: (i) Platform; (ii) the Platform’s associated AI models; and (iii) the Trained Models, in each case as may be more particularly described or identified in an applicable Order Form and/or on the Site.
- 2.10. **“Site”** means the website upon which the Platform is accessed, Vision-us.cognex.com (if you are located in the Americas) or vision-eu.cognex.com (if you are located in Europe, the Middle East, Africa, or Asia Pacific).
- 2.11. **“Subscription Term”** means, with respect to the duration of your access to the OneVision Platform Services, the term set forth on the applicable Order Form, as further described in Section 8.1 below.

3. **PRIVACY NOTICE.**

- 3.1. Please review Cognex’s Privacy Policy, available at www.cognex.com/privacy-policy#privacy, which governs how Cognex collects, uses and shares Customer and Authorized Users information.
- 3.2. Customer agrees that: (i) it will comply with its obligations under applicable data protection laws in respect of its processing of personal data, including any obligations specific to its role as a controller; (ii) it has provided all notice and obtained all consents, permissions and rights necessary under data protection laws for Cognex to lawfully process personal data for the purpose of rendering the OneVision Platform Services; and (iii) it shall ensure its processing instructions are lawful and that the processing of personal data in accordance with such instructions will not violate applicable data protection laws.
- 3.3. Cognex will process personal data in accordance with the Customer’s instructions within the framework of provision of the OneVision Platform Services. Cognex may only access the Input that is comprised of images that Customer uploads to the OneVision Platform Services after prior approval by the Customer. It is at the discretion of the Customer whether personal data is disclosed to Cognex. If the Input contains personal data, Cognex will process this data as instructed by the Customer, and in order to fulfil the purpose of rendering the OneVision Platform Services and to fulfill the contract with the Customer.
- 3.4. Where required, the parties shall conclude a Data Processing Agreement in accordance with Art. 28 GDPR. The Data Processing Agreement shall become effective on the date these Terms enter into force. In the event of any conflict between the Data Processing Agreement and these Terms, the provisions of the Data Processing Agreement shall prevail.

4. **CHANGES TO THESE TERMS OR THE ONEVISION PLATFORM SERVICES.** Cognex may update these Terms from time to time in Cognex’s sole discretion. Cognex will post the updated Terms on the Site and/or may also send other communications to Customer. Customer’s continued use of the OneVision Platform Services after Cognex has posted updated Terms means that Customer accepts and agrees to the changes. If Customer does not agree to be bound by the changes, Customer may not make further use of or access the OneVision Platform Services. Cognex reserves the right to change or discontinue all or any part of the OneVision Platform Services, at any time and without notice, at Cognex’s sole discretion.

5. **ACCESS AND USE.**

- 5.1. OneVision Platform Services. Subject to Customer's compliance with these Terms, Cognex hereby grants Customer a limited, non-exclusive, non-transferable right to access and use the OneVision Platform Services in accordance with these Terms and the Documentation during the Subscription Term.
- 5.2. Authorized Users. Customer may permit Authorized Users to use the OneVision Platform Services in accordance with these Terms and the Documentation, provided that Customer is responsible for all acts or omissions by its Authorized Users in connection with their use of the OneVision Platform Services, and their compliance with these Terms and the Documentation, including, without limitation, with Customer's obligations and the restrictions set forth in Section 5.3-5.4 below. Customer will, and will require all Authorized Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the OneVision Platform Services in accordance with customary security protocols. Customer will promptly notify Cognex if Customer knows or reasonably suspects that any username and/or password has been compromised.
- 5.3. Use Restrictions. Customer will not and will not permit any person or entity (including, without limitation, Authorized Users) to directly or indirectly: (i) copy, modify or create any derivative work of any portion of the OneVision Platform Services or the Documentation; (ii) reverse engineer, decompile, decode, disassemble, engage in model extraction or stealing attacks, prompt injection attacks or any other adversarial attacks or otherwise attempt to derive or gain improper access to any software components, models, algorithms or systems of the OneVision Platform Services, in whole or in part; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the OneVision Platform Services to any other person or entity, or otherwise allow any person or entity to use the OneVision Platform Services for any purpose other than for the benefit of Customer in accordance with these Terms; (iv) use the OneVision Platform Services, Trained Models, Output or Documentation in any manner, or for any purpose, that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or entity, or that violates any applicable law; (v) interfere with, or disrupt the integrity or performance of, the OneVision Platform Services, or any data or content contained therein or transmitted thereby; (vi) access or search the OneVision Platform Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or OneVision Platform Services features provided by Cognex for use expressly for such purposes; (vii) utilize the OneVision Platform Services (including Trained Models or derivatives thereof), Documentation, Input or Output to train, improve or have trained or improved an AI model (e.g., engage in "model scraping"); or (viii) use the OneVision Platform Services, Documentation, Output or any other Cognex Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the OneVision Platform Services.
- 5.4. Prohibited Uses. OneVision Platform Services are not authorized, licensed, designed, or intended for use in connection with; no warranty is made with respect to the use of OneVision Platform Services for; and Customer shall not permit the use of OneVision Platform Services in connection with, any (i) nuclear equipment, (ii) aviation or aerospace equipment, (iii) weaponry, (iv) medical devices or systems intended for life support, intensive care or surgical implant into the human body, or (v) Life-Critical (as defined below) devices or systems, or (vi) use to process personal data, classified information or any other data or customer materials that are subject to privacy laws, export control laws or other laws that would subject Cognex to additional obligations or liability; or (vii) to process sensitive

personal data, including without limitation, personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, genetic data, biometric data processed solely to identify a human being, and health-related data (each a “Prohibited Use”), except with Cognex’s prior written consent. The prohibitions of the preceding sentence also apply to the design, manufacture, construction, operation and maintenance activities associated with any Prohibited Use. “Life-Critical” devices or systems are defined as those whose failure or malfunction may result in death or serious injury to people or environmental harm posing a serious risk to human health and safety. Cognex disclaims any liability in connection with any Prohibited Use by Customer and any such Prohibited Use engaged in by a party contrary to this provision shall be entirely at such party’s risk.

- 5.5. **Ownership of Cognex Intellectual Property.** Cognex reserves all rights not expressly granted to Customer in these Terms. Cognex, and/or its licensors, own and shall retain all right, title, and interest in and to: (i) the OneVision Platform Services, including all Intellectual Property Rights embodied therein; (ii) all of the service marks, trademarks, trade names, or any other designations associated with the OneVision Platform Services; and (iii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to the OneVision Platform Services. The OneVision Platform Services are protected by copyright and other intellectual property laws and treaties.
- 5.6. **Input and Output.** The OneVision Platform Services will generate output for Customer (each, “**Output**”) in response to: (i) interaction, request or input from an Authorized User; and (ii) Customer Materials uploaded to influence the Output or OneVision Platform Services (collectively, “**Input**”). As between the Parties, to the extent permitted by applicable law and subject to Section 5.5: (A) Customer owns all Input provided by Customer; and (B) subject to Customer’s compliance with these Terms, Cognex assigns to Customer its right, title and interest in and to the Output generated by Customer’s Input. Customer may not: (1) use Output to develop or have developed AI or machine learning models that compete with Cognex, its products or services; nor (2) sell Output to any third parties. For the avoidance of doubt, the parties agree that Trained Models are not Output.
- 5.7. **Trained Models.** Cognex grants to Customer a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, non-transferrable, non-assignable, non-sublicensable right and license to download and use the downloaded Trained Models in connection with Cognex hardware and/or Cognex software. Such use of downloaded Trained Models is subject to the Cognex Software License Agreement available at www.cognex.com/terms-and-conditions. Customer is solely responsible for its use of downloaded Trained Models. Cognex will not provide access to or share any of Customer’s Trained Models with any of Cognex’s other customers.
6. **FEEDBACK.** From time-to-time Customer or its employees, contractors, representatives may provide Cognex with suggestions, comments, feedback or the like with regard to the OneVision Platform Services (collectively, “**Feedback**”). Customer hereby grants Cognex a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit Feedback in connection with Cognex’s business purposes, including, without limitation, the testing, development, maintenance and improvement of the OneVision Platform Services and other Cognex products and services. For clarity, Feedback is not considered Confidential Information.
7. **OPEN SOURCE SOFTWARE.** The OneVision Platform Services may include one or more components that are derived from software subject to a General Public License (“GPL”), Lesser General Public License (“LGPL”) or other open source license. Any such components are licensed exclusively under such GPL, LGPL or other open source license, as applicable, and not under these Terms. It is Customer’s responsibility to ensure (i)

compliance with such open source licenses, and (ii) that the requirements of such are adequately conveyed to any of its sub-licensees (where permitted). Customer is expressly prohibited from using any portion or version of the OneVision Platform Services with any other software or copyrighted work in such a way that any portion or version of the OneVision Platform Services would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at minimal charge, (c) licensed for the creation of derivative works or (d) which would require Cognex or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to Cognex. Information on Open Source Software distributed with the OneVision Platform Services is available at www.cognex.com/open-source.

8. **SUBSCRIPTIONS TIERS.**

- 8.1. Cognex requires payment of a fee for access to and use of the OneVision Platform Services (or certain portions thereof). The Subscription Term is set forth in the product description stated in the Order Form or, if no term is expressly stated in the Order Form, the term set forth in the product description for the product identification number set forth on the Order Form. Fees are as stated in the Order Form. Each subscription tier grants Customer access to a fixed number of hours of training time per month to generate your Fine-Tuned Model or Output, which is stated in the product description for the product identification number associated with each subscription tier. Hours do not rollover from one month to the next. Once you have reached your training hours limit for the month, you will no longer be able to train models but can still access your projects. Training hours reset at the start of each month, at which time you can continue training.
- 8.2. **Cancelling Subscription.** YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR SUBSCRIPTION FEE. You may cancel your OneVision Platform Services prior to the Subscription Term end date, such cancellation will be effective at the end of the then-current Subscription Term.
- 8.3. **Free Trial/Evaluation Version.** If Customer registers for any OneVision Platform Services on a free trial, evaluation or demonstration basis (“Evaluation Version”), Cognex will make such Evaluation Version of the OneVision Platform Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the OneVision Platform Services (or, if no duration is specified, 6 months), (b) the start date of any Subscription Term pursuant to one or more Order Forms, or (c) termination by Cognex in Cognex’s sole discretion. Use of the Evaluation Version is limited to evaluating the OneVision Platform Services to determine whether to purchase a license to the non-Evaluation Version of the OneVision Platform Services. Customer may not use the Evaluation Version for any other purposes, including but not limited to, competitive analysis, commercial, professional, or for-profit purposes. Organizations or individuals within their control may not sign up for accounts using multiple email addresses such that the same organization receives more than one Evaluation Version of the OneVision Platform Services, unless otherwise agreed to by Cognex. During the free trial period, Customer will provide reasonable levels of written feedback concerning OneVision Platform Services performance, compatibility and suitability for Customer’s intended use, and the quality of any Documentation provided. Customer agrees to report to Cognex any observed flaws, errors, bugs or other problems with the OneVision Platform Services during the free trial period. The contents of all such oral and written reports to Cognex may be used by Cognex for all business purposes, without any further obligation to Customer. Under no circumstances shall Cognex be liable for any payment to Customer for any information that Customer provides. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, DURING THE FREE TRIAL PERIOD THE ONEVISION PLATFORM SERVICES AND ANY SUPPORT FROM COGNEX ARE PROVIDED “AS-IS” AND WITHOUT

WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND COGNEX DISCLAIMS ANY AND ALL SUCH WARRANTIES. COGNEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BY DOWNLOADING, ACCESSING OR USING THE ONEVISION PLATFORM SERVICES ON SUCH A BASIS, CUSTOMER ACCEPTS THE SOFTWARE ON AN "AS IS" BASIS AND WAIVES ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS DURING SUCH PERIOD OF USE. IN NO EVENT SHALL COGNEX BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE OR ANY OTHER CAUSE, EVEN IF COGNEX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY CUSTOMER OR FOR ANY THIRD PARTY CLAIM AGAINST CUSTOMER ARISING FROM USE OF THE ONEVISION PLATFORM SERVICES DURING THE FREE TRIAL PERIOD.

9. **CUSTOMER MATERIALS.** Customer hereby grants Cognex and its licensors a non-exclusive, worldwide, royalty-free right and license to use, reproduce, display, perform and modify the Customer Materials, Input and Output solely for the purpose of hosting, operating, improving and providing the OneVision Platform Services and Cognex's other related products, services and technologies and for the purpose of creating or developing Aggregate Data during the Subscription Term. As between Customer and Cognex, Customer owns and retains all right, title and interest in and to all Customer Materials. "**Customer Materials**" means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of Customer through the OneVision Platform Services or to Cognex in connection with Customer's use of the OneVision Platform Services, but excluding, for clarity, Aggregate Data and any other information, data, data models, content or materials owned or controlled by Cognex and made available through or in connection with the OneVision Platform Services. "**Aggregate Data**" means any data that is derived or aggregated in deidentified form from: (i) any Customer Materials; or (ii) Customer's and/or its Authorized Users' use of the OneVision Platform Services, including, without limitation, any usage data or trends with respect to the OneVision Platform Services. Customer represents and warrants that Customer Materials do not include any Personal Data. If the Customer Materials or Input includes any Personal Data that Cognex processes in the performance of its obligations under these Terms, the Parties will enter into a Data Processing Agreement in a form agreed by both Parties.
10. **CONFIDENTIAL INFORMATION.**
 - 10.1. Confidentiality. "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with these Terms, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the OneVision Platform Services and the Documentation will be deemed Confidential Information of Cognex. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under these Terms; provided that Cognex may use and modify Confidential Information of Customer in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party may disclose Confidential Information of the Disclosing Party only: (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under these Terms and who are bound by written agreements with use and nondisclosure

restrictions at least as protective of the Confidential Information as those set forth in these Terms, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

- 10.2. **Exclusions.** Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of Confidential Information of the Disclosing Party that can be evidenced in writing; (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure; or (v) is Personal Data (which, to the extent applicable, will be subject to the Data Processing Agreement).

11. **PUBLICITY.** Either Party may, with the other Party's prior written consent (which will not be unreasonably withheld), use or refer to the other Party's name, trademarks, service marks, or logos in any marketing materials, business development activities, press releases or other publicity-related matter for the purpose of marketing, publicizing or promoting a Party's business.

12. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.**
 - 12.1. **Mutual Representations.** Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into these Terms; and (ii) the execution, delivery and performance of these Terms by it have been duly authorized by all necessary actions and do not violate its organizational documents.
 - 12.2. **Customer Additional Representations.** Customer represents and warrants that Cognex's use of the Customer Materials in accordance with these Terms will not violate any applicable laws or regulations or infringe, misappropriate or violate any Intellectual Property Rights, privacy rights, rights of publicity or other rights of any third party or cause a violation of confidentiality, breach of any agreement or obligations between Customer and any third-party.
 - 12.3. **Warranty Disclaimers.** ONEVISION PLATFORM SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. COGNEX AND ITS LICENSORS MAKE NO WARRANTIES WITH RESPECT TO THE ONEVISION PLATFORM SERVICES AND DISCLAIM ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, AVAILABILITY, ACCURACY, COMPLETENESS OR LACK OF VIRUSES; WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE; AND ANY WARRANTY OF NON-INFRINGEMENT. COGNEX DOES NOT WARRANT THAT THE ONEVISION PLATFORM SERVICES WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF ONEVISION PLATFORM SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, COGNEX MAKES NO WARRANTY OF ANY KIND THAT THE ONEVISION PLATFORM SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER THIRD-PARTY SERVICES, OR BE SECURE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR

DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

- 12.4. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COGNEX BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), ARISING OUT OF THE USE OF THE ONEVISION PLATFORM SERVICES, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THESE TERMS.
- 12.5. Similarity, Accuracy and Appropriateness of Output. Due to the nature of machine learning, Output may not be unique and the OneVision Platform Services may generate the same or similar output for Customer or a third party. Cognex's assignment of Output as set forth above does not extend to other Cognex customers' output. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE ONEVISION PLATFORM SERVICES MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED AND CUSTOMER'S COMPLIANCE WITH THESE TERMS, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, COGNEX WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER MATERIALS, INPUT, OUTPUT OR THEIR USE. Customer will evaluate the content, nature and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.
- 12.6. Limitation of Liability. Notwithstanding any damages that may be incurred for any reason whatsoever, whether in contract, tort (including negligence) or otherwise, the entire liability of Cognex and any of its suppliers under any provision of these Terms and Customer's exclusive remedy hereunder shall be limited to the amount paid by Customer for the OneVision Platform Services in the twelve (12) month period immediately preceding the action giving rise to the claim. The foregoing limitations, exclusions and disclaimers (including the paragraphs titled "Warranty Disclaimers" and "Exclusion of Incidental, Consequential and Certain Other Damages") shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
13. **INDEMNIFICATION.** Customer will indemnify and hold Cognex and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable court costs and attorneys' fees arising out of or in any way connected with: (a) Customer's access to or use of the OneVision Platform Services; (b) the Customer Materials, Input or their use by Cognex; (c) the manufacture, sale, distribution or marketing of any Customer's products or services; (d) Customer's negligence, willful misconduct or fraud; or (e) Customer's violation of these Terms.
14. **TERMINATION.**

- 14.1. Cognex Termination. Cognex may terminate or suspend Customer's access to and use of the OneVision Platform Services, including suspending access to or terminating Customer's account in Cognex's sole discretion, at any time for any reason or no reason, and without notice to you. In the event of such termination by Cognex, other than for cause due to Customer's breach of these Terms, Cognex will refund to Customer a pro-rata portion of the fees that have been paid for the unexpired portion of the Subscription Term.
- 14.2. Customer Termination. Customer may, with regard to the OneVision Platform Services, terminate these Terms and Customer's access to and use of the OneVision Platform Services if Cognex materially breaches these Terms, and such breach remains uncured thirty (30) days after Customer provides Cognex with written notice of such breach. In the event of such termination by Customer, Cognex will refund to Customer a pro-rata portion of the fees that have been paid for the unexpired portion of the Subscription Term.
- 14.3. Survival. Expiration or termination of these Terms or an associate Order Form shall not prejudice any rights or relieve any obligations of either Party that have arisen on or before the date of expiration or termination. Any provision that by its very nature or context is intended to survive any termination, cancellation or expiration of these Terms, including but not limited to provisions concerning payment of outstanding amounts, confidentiality, indemnities and limitations of liabilities, shall so survive.
- 14.4. Effect of Termination. Upon expiration or termination of the Subscription Term: (i) the rights granted pursuant to Section 5 and Section 10 will terminate; and (ii) Customer will return or destroy, at Cognex's sole option, all Cognex Confidential Information in its possession or control, including permanent removal of such Cognex Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer's possession or under Customer's control, and at Cognex's request, certify in writing to Cognex that the Cognex Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted. No expiration or termination will affect Customer's obligation to pay fees that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund except as set forth in Sections 14.1 and 14.2.
- 14.5. Retention/Destruction of Customer's Trained Models and Input. Cognex will retain Customer's Trained Models and Input for a limited time period following expiration or termination of the Subscription Period based on the subscription tier, as follows: (i) Free trial (6 months): 6-month, (ii) Paid – Basic (1-year), or (iii) Paid- Full (1-year): 12 months. Thereafter, or at any time upon Customer request, Cognex will delete or destroy Customer's Trained Models in Cognex's possession, and may only retain such Trained Models as: (1) backup copies as part of Cognex's disaster recovery and systematic IT backup and archiving procedures; (2) copies that must be retained under Cognex's data retention policy (for the required duration); and (3) information required to be retained by applicable law or governmental or regulatory authority.
15. **OPTIONAL PRE-RELEASE (BETA) FUNCTIONALITY**. The OneVision Platform Services are under active development. From time to time, Cognex may allow you to use experimental functionality or to preview experimental OneVision Platform Services which are denoted as "Beta" or like legend within the OneVision Platform Services. If you choose to participate in such a preview, the Terms are modified as follows with respect to your use of such pre-release functionality:
 - 15.1. You bear the sole risk of using the pre-release functionality. The pre-release functionality is made available "as is" without any warranty of any kind, including implied warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, course of dealing, usage of trade, or non-infringement. Cognex does not provide any express warranties, guarantees, or commitments about the pre-release functionality or its quality,

reliability, availability, security, or function. The pre-release functionality may contain errors, may delete or corrupt your data, and may have defects or other bugs. The pre-release functionality may be unavailable or stop working entirely at any time for any reason.

- 15.2. Cognex will have no obligation to defend, indemnify, or hold you harmless from any claim against you relating to your use of the pre-release functionality. Cognex's maximum liability for any claim related to your use of the pre-release functionality is limited to your direct damages up to five hundred dollars (\$500.00 USD).

16. **MISCELLANEOUS.**

- 16.1. **Taxes.** Fees charged for the OneVision Platform Services do not include applicable federal, state or local taxes, now or hereafter enacted, which tax or taxes (i) will be added by Cognex to the sales price whenever Cognex has the legal obligation to collect same, and (ii) shall be paid by Customer unless Customer provides Cognex with an appropriate tax-exemption certificate at the time the order is placed. All duties, taxes, import/export licenses and related fees are in addition to the quoted prices and shall be Customer's responsibility, and any such cost incurred by Cognex shall be passed on to Customer. Customer shall gross-up the invoice amount to compensate Cognex for any applicable withholding tax.
- 16.2. **Assignment.** Customer may not assign or transfer these Terms, by operation of law or otherwise, without Cognex's prior written consent.
- 16.3. **Notices.** Any notices or other communications provided by Cognex under these Terms will be given: (i) via email; or (ii) by posting to the OneVision Platform Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. Any notices or other communications provided by Customer will be sent by email to legal@cognex.com, and deemed received on the date the email was sent without a bounce back message if sent during normal business hours of the receiving Party, and on the next business day if sent after normal business hours of the receiving Party.
- 16.4. **Relationship of the Parties.** Nothing in these Terms will be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.
- 16.5. **Waiver.** Either Party's failure to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of these Terms will be effective unless it is in writing and signed by the Party granting the waiver.
- 16.6. **Severability.** If any provision of these Terms is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of these Terms will remain in full force and effect.
- 16.7. **Export Regulation.** Customer will comply with all applicable export, sanctions and foreign corruption laws and regulations, including those of the United States (collectively, "**Trade Laws**") to ensure that the OneVision Platform Services are not: (i) exported or re-exported directly or indirectly in violation of Trade Laws; or (ii) used for any purposes prohibited by the Trade Laws. Without limiting the foregoing, Customer will not export, re-export or transfer any items or provide any OneVision Platform Services subject to these Terms: i) to any jurisdiction subject to sanctions laws, including without limitation Cuba, Iran, North Korea, Sudan, Syria and the non-government-controlled regions of Ukraine; ii) to any party in violation of applicable Trade Laws; or iii) that require a government authorization without obtaining such authorization.
- 16.8. **U.S. Government End Users.** The OneVision Platform Services were developed solely at private expense and are "commercial products", "commercial items", or "commercial computer software" as defined in the Federal Acquisition Regulation 2.101 and other

relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the OneVision Platform Services by or on behalf of the U.S. government is subject to restrictions as set forth in these Terms as consistent with federal law and regulations. If these Terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the OneVision Platform Services.

- 16.9. Entire Agreement. These Terms, including any exhibits and additional terms referenced herein, are the complete and exclusive agreement between the Parties with respect to its subject matter, and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter.

END OF TERMS