



End-User License Agreement

Rev. 20210611



This End-User License Agreement (the "Agreement") is made between you and i3 International Inc. ("i3") located at 780 Birchmount Road, Unit 16, Scarborough Ontario, Canada, M1K5H4 (or if you are located in the United States, i3 America Nevada Inc. ("i3") located at 4001 Cobb International Boulevard NW, Kennesaw GA 30152). **By installing, copying or using the "i3 Software," as licensed below, you agree to be bound by the terms of this Agreement.** If you do not agree to the terms herein, do not install, copy, or use the i3 Software, and promptly return the uninstalled i3 Software to i3 at one of the above addresses.

1. i3 Software

The i3 Software licensed under this Agreement is as set out in the Definitions section below.

2. Grant of License

i3 hereby grants to you a limited, non-exclusive, non-transferable, worldwide right to install and use the i3 Software for commercial use provided that you comply with all terms and conditions of this Agreement. The license granted herein for the use of the i3 Software, is a limited commercial license intended only for dedicated commercial purposes by licensed users of i3, and no one may use this i3 Software for any commercial purpose or in any way related to the operation of any business enterprise or revenue generating activities other than as expressly licensed by i3. Sharing this i3 Software with any other person or allowing any other person to view the contents of this i3 Software is in violation of this license. The i3 Software is licensed as a single product; its constituent parts may not be separated for use on more than one server, and you agree that this i3 Software may not be used by more than one server at any one time. The documentation that accompanies the i3 Software is licensed for internal, non-commercial reference purposes only. This license does not grant you any title or right to any trademarks or service marks of i3. You may not access the i3 Software if you are a direct competitor of i3, except with i3's prior written consent. In addition, you may not access the i3 Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose. The foregoing is subject to any lease or license between i3 and its sub-licensors. i3 has all necessary rights, entitlements, permissions, and privileges to provide the i3 Software to you pursuant to these terms and conditions, and to perform its obligations hereunder. The i3 Software and license are non-transferable after 4 years from the date of purchase as set out in the invoice and or Purchase Order Form(s).

3. End-User Responsibilities

You shall (i) notify i3 immediately of any unauthorized use of or access to any password or account or any other known or suspected breach of security; (ii) report to i3 immediately and use reasonable efforts to stop immediately any copying or distribution of audio and visual information, documents, software, products and services contained or made available to you in the course of using the i3 Software ("Content") that is known or suspected by you or your users; (iii) not impersonate another i3 user or provide false identity information to gain access to or use the i3 Software and not interfere with another user's use and enjoyment of the i3 Software; (iv) not post, distribute or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component; (v) not delete from the Content documentation or any website used in connection with the i3 Software any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols or modify any logos that you do not own or have express permission to modify, interfere or tamper with the i3 Software particularly where you do not own or have express permission to modify, (vi) not interfere with or disrupt networks connected to the i3 Software; (vii) not use the i3 Software to infringe any third party's intellectual property rights or rights of publicity or privacy; and (viii) not use the i3 Software to transmit or store any duplicative or unsolicited messages, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or illegal material of any kind or nature.

4. Prohibitions

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the i3 Software or the Content, or any part or component thereof, in any way except as specifically authorized by this Agreement; (ii) modify or make derivative works based upon the i3 Software or the Content; (iii) create Internet "links" to the i3 Software or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the i3 Software in order to (a) build a competing product or service, (b) build a product using similar ideas, features, functions or graphics of the i3 Software, or (c) copy any ideas, features, functions or graphics of the i3 Software. User licenses cannot be shared or used by more than one individual user but may be reassigned from time to time to new users who are replacing former users who no longer use the i3 Software.



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5. Legal Use of i3 Equipment and i3 Software

You acknowledge and agree that any and all use of i3 Equipment and i3 Software must be legal in accordance with all federal, state and local law in the jurisdiction where you operate i3 Equipment and/or where i3 Equipment is capturing, recording, rendering, storing, and transmitting data to i3 servers. You agree to implement i3 Equipment and i3 Software only as recommended by i3 for a particular use or application. You acknowledge that the use of i3 Equipment and i3 Software for the purposes of capturing video of customers and/or subjects, storing information about subjects including, but not limited to, images, audio or video recordings of subjects, facial recognition/detection of subjects, temperature readings of subjects, location of subjects, license plate recognition/detection of subjects' vehicles, date and time of entry and exit of subjects (collectively "Personal Data"), without consent, may be illegal in the jurisdiction in which you are located and/or operate. You shall take reasonable precautions to maintain the privacy of Personal Data in accordance with applicable law. You shall retain and use any Personal Data only for so long as permitted by applicable law, and not for longer than necessary to fulfill the purpose for which it was collected. You acknowledge that you take full and sole responsibility for any claims, losses, costs, liabilities, damages, and expenses relating to or arising out of i3 and/or your use of i3 Equipment or i3 Software, including but not limited to recording and storing subject and/or customers' Personal Data in relation to your use of i3 Equipment and/or i3 Software.

6. Set up

i3 will provide you with the i3 Software in accordance with this Agreement, and any applicable Purchase Order Form(s), Appendix or Quote, and except as herein and therein set forth. Certain i3 Software may require advance testing and/or configuration prior to full implementation. If you require configuration, set-up, support, and training services from i3 for the i3 Software, those services, and related charges will be set out in a Purchase Order Form signed by both you and i3. Any such Purchase Order Form shall be subject to and governed by this Agreement, and by the provisions of i3's policies provided to you and set forth on i3's website.

7. Intellectual Property

i3 or its suppliers own all title, copyrights and other intellectual property rights in and to the i3 Software. The i3 Software is protected by Canadian and United States copyright and other intellectual property laws and treaties. Any trademarks or service marks used in association with the i3 Software or appearing on Content documentation are the sole property of i3.

8. Reservation of Rights and Ownership

i3 expressly reserves all rights not expressly granted to you in this Agreement. i3 reserves the right to modify and update the i3 Software or its policies relating to the i3 Software in its discretion from time to time, provided that (i) such modification does not result in the i3 Software being materially worse than the i3 Software provided at the Effective Date or (ii) such modification has been agreed upon by the parties. i3 provides the i3 Software to you pursuant to the terms and conditions of this Agreement. You acknowledge that certain third-party providers of ancillary software, hardware, or services may require your agreement to additional or different terms and conditions to those herein before your use of or access to such software, hardware, or services.

9. Internet-Based Services

Your use of the i3 Internet-based services, if any, is subject to rules and regulations established from time to time by i3. You may not use any i3 Internet-based services associated with the i3 Software in any manner that could damage, disable, overburden or impair the provision of such services or interfere with any other person's use and enjoyment of them. You may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the i3 Internet-based services. i3 reserves the right to vary or discontinue Internet-based services provided to you or made available to you through the use of the i3 Software.

10. Consent to Use of Data

You agree that i3 may collect and use technical information gathered as part of the product support services provided to you, for example Health Monitoring, related to the i3 Software. i3 may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

11. Links to Third Party Sites

i3 is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. i3 is providing these links and access to third-party



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sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by i3 of the third-party site or service.

12. Additional Software/Services

This license applies to all updates, supplements, add-on components or i3 Internet-based service components of the i3 Software that i3 may provide or make available after the date you obtain your initial copy of the i3 Software, unless they are accompanied by separate terms in which case the separate terms shall govern. To use i3 Software identified as an upgrade, you must first be licensed for the i3 Software identified by i3 as eligible for the upgrade. After installing the upgrade, you may no longer use the original i3 Software that formed the basis for your upgrade eligibility except as part of the upgraded i3 Software. i3 may, at its sole discretion, provide software updates at no charge, or for a fee.

13. Disclaimer of Warranties

i3 and its sub-licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the i3 Equipment, i3 Software or any Content except as otherwise specifically provided in this Agreement. i3 and its sub-licensors do not represent or warrant that (a) the use of the i3 Equipment or i3 Software will be secure, accessible, timely, free from corruption, able to store all stored data uninterrupted or error-free or operate in combination with any other hardware, i3 Software, system or data, (b) the i3 Equipment or i3 Software will meet your requirements or expectations, (c) any stored data will be accurate, reliable or free from corruption, (d) the quality of any products, services, information, or other material purchased or obtained by you through the agreement will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the stored data will be used and/or disclosed solely by or to you. Except as herein specifically set forth, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law, by i3 and its sub-licensors.

14. Limitation of Liability

In no event shall i3's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall i3 and/or its sub-licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including regulatory fine or penalty, loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with the goods and services provided for in this agreement, including but not limited to the use or inability to use the goods and services provided for in this agreement, or for any content obtained from or through the goods and services provided for in this agreement, any interruption, inaccuracy, error or omission, regardless of cause, in the content, even if i3 or its licensors have been previously advised of the possibility of such damages.

15. Indemnification

You shall indemnify and hold i3, its sub-licensors and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) your use of i3 Equipment; (ii) i3's use, storage and modification of any data captured or recorded by you, in providing services to you under this Agreement; (iii) a claim alleging that use of the Personal Data infringes the rights of, or has caused harm to, a third-party; (iv) a claim, which if true, would constitute a violation by you of your representations and warranties; or (v) a claim arising from the default by you or your users of this Agreement, provided in any such case that i3 (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release i3 of all liability and such settlement does not affect i3's business or i3 Software); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

16. Privacy of Data

i3 makes no representation, warranty or covenant that your use of the i3 Software will be entirely secure and private. You acknowledge that it may be possible for third parties to monitor communications while you use the i3 Software. You assume full responsibility for the establishment of appropriate security measures to control access to any equipment running i3 Software and to the information/data transmitted by you. In addition, you acknowledge and agree that you are solely responsible for taking the necessary precautions to protect your networks and systems, and all i3 Software, data and files stored on or otherwise forming part of your network against unauthorized access by your employees or any third-party, and that such responsibility includes, without limitation, protection against unauthorized access through i3 Software. i3 will not be liable for any claims, losses, actions, damages, suits or proceedings



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whatsoever resulting from, arising out of or otherwise relating to your failure to take appropriate precautions to protect your networks and systems and all software, data and files stored on or otherwise forming part of your network and systems, against unauthorized access by your employees or any third-party or any other breach of your security or privacy.

17. Termination of license

Without prejudice to any other rights or remedies available to i3, the license granted herein may be terminated unilaterally by i3 in the event that you fail to comply with any provision of this Agreement. In the event of termination, all licenses granted hereunder shall cease to be effective and you must destroy all copies of the i3 Software and all of its component parts.

18. Governing Law

This agreement shall be deemed to have been made in the Province of Ontario and shall be interpreted and construed pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein.

19. Disclaimer

For the safety of your system, automatic software updates are enabled on all i3 Software. No video will be recorded during automatic software patch installations. To disable automatic updates, login as administrator and uncheck "Auto Update" in the setup. Always install all Windows updates to keep your system and any installed i3 Software and/or i3 Equipment secure.

DEFINITIONS

As used in this Agreement:

- (a) **"i3 Equipment"** means the hardware provided by i3, for use with i3 software, as set out in a Purchase Order Form and/or an SSP Quote signed by you.
- (b) **"i3 Software"** means the following software licensed under this Agreement:

SRX-Pro: SRX-Pro Server, SRX Pro Remote, SRX-Pro Mobile Remote, Video Pilot Client (VPC);

Video Pilot Matrix (VPM): Video Pilot Matrix Server, Video Pilot Matrix Console (VPMC);

Artificial Intelligence (i3 Ai): i3 Ai Server, i3 Ai Cloud, Video Analytics (iVA), including associated media;

Cloud Managed Services (CMS): Site Info/ Health Monitoring (HM), Business Insights (BI), Smart Exception Report (Smart-ER), Incident, Video Streaming (VSC), Alert Centre, i3Host; and

Other standalone software: PACDM, LPR, i3DM, Annexus Configuration Tool (ACT), i3 Media Server and Portal, Video Editor and VEO.