



Equipment Use Policy

Rev. 20210611



This Equipment Use Policy 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). This Equipment Use Policy along with any applicable Purchase Order Form(s), Quote(s), appendices, and/or any other agreements as specified by i3, are the agreement (the "Agreement"). **By installing or using i3 equipment you agree to be bound by the terms of this Agreement.** If you do not agree to the terms herein, do not install, or use the i3 equipment, and promptly return the uninstalled i3 equipment to i3 at one of the above addresses for a refund, if applicable.

1. Legal Use of i3 Equipment

You acknowledge and agree that any and all use of i3 equipment 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 only as recommended by i3 for a particular use or application. You acknowledge that use of i3 equipment 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 is located and/or operates. 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 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, including but not limited to recording and storing subject and/or customers' Personal Data in relation to your use of i3 equipment.

2. Hold Harmless

You shall protect, defend, indemnify and hold i3 and its respective assigns and its attorneys, accountants, employees, officers and directors harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from or relating to or arising out of your use of i3 equipment and i3's use, storage, and modification of any data captured or recorded by you in providing services to you.

3. Disclaimer of Warranties

i3 makes no representation, warranty, or guaranty as to the reliability, quality, suitability or accuracy of the i3 equipment except as otherwise specifically provided in this Agreement. i3 does not represent or warrant that (a) the i3 equipment will be able to store all stored data uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the i3 equipment will meet your requirements or expectations, (c) any stored data will be accurate, reliable or free from corruption, (d) 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.

4. Entire Agreement

The Agreement and any other agreements and/or documents referenced herein, contain the entire agreement between i3 and you and supersede all previous agreements. In the event there are any inconsistencies between this Agreement and any other agreements, this Agreement shall govern.