



STANDARD TERMS AND CONDITIONS

This Master Customer Agreement (“**Agreement**”) is made and entered into as of the Effective Date of the first Order Form executed hereunder by and between Envysion, Inc. (“**Envysion**”) and the customer listed in such Order Form (“**Customer**”). CUSTOMER SHOULD CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM. BY SIGNING AN ORDER FORM OR USING THE SERVICES DESCRIBED HEREIN OR THEREIN, CUSTOMER CONFIRMS THAT CUSTOMER HAS READ AND ACCEPTED THIS AGREEMENT. This Agreement may also be referred to in Order Forms and other documentation as Envysion’s Standard Terms and Conditions.

This Agreement governs all services and equipment provided to Customer under any Order Form submitted by Customer and accepted by Envysion, as though the provisions of this Agreement were set forth in their entirety within such Order Form, and so that each Order Form and this Agreement shall be considered one, fully integrated document and agreement. Capitalized terms herein used which are not herein defined shall have the respective meanings ascribed to them in Section 18.

1. THE SERVICE. Envysion provides an online video-as-a-service system that includes Envysion Insight™ and/or Envysion Video™ (the “**Service**”). The Service consists of access to and use of (a) EnVR® Software, (b) the Envysion Application™ Software, (c) the Envysion Player™ Software and (d) the Service Equipment (including the EnVR, unless the EnVR is purchased as Sold Equipment pursuant to an Order Form). Envysion reserves the right to make changes, modifications and enhancements to the Service from time to time in its sole discretion.

2. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Envysion hereby grants Customer, during the term of the applicable Service Term(s), a non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the Service as provided hereunder solely for Customer’s internal business purposes, solely in accordance with the Documentation, and only for the Customer location(s) and number of Users specified in the applicable Order Form(s). Customer is responsible for all activity under its account, including Users’ conduct and compliance with this Agreement.

3. LICENSE RESTRICTIONS AND LIMITATION OF USE.

(a) Except as expressly permitted under this Agreement or an Order Form, Customer shall not, and shall not assist or allow any third party to, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) interfere with or disrupt the integrity or performance of the Service or the Content in any manner; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; (iv) remove, alter, or obscure any proprietary notices (including copyright notices) of Envysion or its licensors contained within the Documentation or displayed in connection with the Service (including Software); (v) modify or make derivative works based upon the Service or the Content; (vi) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (vii) itself, or permit others, to duplicate, copy, translate, disassemble, decompile, reverse engineer or remanufacture the Software in whole or in part or otherwise attempt to derive the source code for the Software; (viii) reverse engineer or access the Service in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service; or (ix) otherwise use the Service or the Software except as expressly allowed under this Agreement.

(b) Customer may not release to any third party the results of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without the prior written approval of Envysion.

(c) Customer shall not use, or assist or allow use of, the Service to: (i) send spam or duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; or (iii) send or store material containing malware, ransomware, viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

(d) Customer may only use the Service for its own internal business purposes at the location(s) specified in an Order Form. Additionally, Customer may only use the Service Equipment for the Service during the Service Term and shall not move or relocate any Service Equipment to any other location(s). Following installation of any Service Equipment at a location, (i) Customer shall be responsible for keeping the Service Equipment, clean, free from debris and in good working order and (ii) all de-installation and/or relocation of such Service Equipment within the location shall be performed solely by Envysion or an Envysion-authorized representative, and Customer shall not move or relocate any such Service Equipment without Envysion’s prior written approval.



4. SUPPORT AND SERVICE LEVELS. As part of the Service and subject to the terms and conditions of this Agreement, including Customer's payment of all applicable fees, Envysion will use commercially reasonable efforts to (a) ensure that the Service is accessible through the Envysion Site over normal network connections, excepting downtime due to necessary maintenance and troubleshooting; (b) maintain the security of the Service; and (c) provide telephone, e-mail and web-based support services during Envysion's regular business hours for Service-related questions. Without limiting the foregoing, Envysion shall use commercially reasonable efforts to meet the service levels specified in **Exhibit A**.

5. ORDERS.

(a) Customer shall order the Service, Sold Equipment and/or Installation Services by completing and signing an Order Form. Each Order Form shall be subject to acceptance by Envysion, in its sole discretion, through Envysion's signature or performance thereunder. An accepted Initial Order Form or Renewal Order Form may only be modified by an executed Change Order. In the event that Customer purchases Sold Equipment from Envysion under an Order Form, such Sold Equipment shall be subject to the Equipment Purchase Addendum attached hereto.

(b) Each accepted Order Form shall become incorporated herein by reference. Terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of the Service, Sold Equipment and/or Installation Services by Envysion will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of Envysion to object to such terms, provisions or conditions. To the extent there is any inconsistency with or conflict between the terms of this Agreement and those contained in an Order Form, this Agreement will control and take precedence unless otherwise agreed in writing in that Order Form specifically citing the provisions of this Agreement that will be modified or changed.

(c) Customer shall provide Envysion a fully executed purchase order or executed purchase order exception form (provided by Envysion) for each accepted Order Form. Once accepted by Envysion, an Order Form cannot be canceled, in whole or in part, without the prior written approval of Envysion (subject to each party's termination rights as set forth below).

6. INSTALLATION SERVICES.

(a) Envysion may provide Customer with installation services including: (i) installation and setup of Service Equipment; (ii) installation and any associated wiring for all cameras (subject to restrictions below); (iii) connection to a standard Internet connection; (iv) integration with Envysion's approved point of sale system if Customer has ordered and paid for this capability (Envysion's point of sale integration does not request, process or collect personal credit card information); and (v) such other installation services agreed upon by the parties and set forth in the applicable Order Form (collectively, "**Installation Services**"). Envysion reserves the right to subcontract Installation Services to its preferred partners or other third parties, provided that Envysion has identified the applicable service provider to Customer prior to execution of the applicable Order Form. The scope of Installation Services to be provided by or on behalf of Envysion will be set forth in an Order Form or statement of work attached thereto. Envysion reserves the right to charge additional fees in the event of (i) installation delays attributable to Customer (e.g., Internet or network not ready for installation, inability to gain physical access to site, not executing installation during mutually agreed upon time) and (ii) work requested by Customer that exceeds the scope of work set forth in or attached to the applicable Order Form.

(b) In the event Customer chooses to procure and/or install cameras on its own behalf rather than through Envysion, Customer must comply with Envysion's camera compatibility guide, which will be provided upon request. If Customer fails to so comply and requires development efforts from Envysion to support its cameras, any development efforts that Envysion agrees to provide will be at Envysion's then-current hourly rates unless otherwise specified in the Order Form. In the event Customer chooses to purchase Envysion Insight or audit services, Customer must comply with Envysion's configuration guidelines, which will be provided upon request. If Customer fails to so comply and requires onsite technical support from Envysion in connection with the configuration, any onsite support that Envysion agrees to provide will be at Envysion's then-current hourly rates unless otherwise specified in the Order Form.

(c) Customer assumes full responsibility for any installation services performed on its behalf by any party other than Envysion or Envysion's designated subcontractor (Customer's "**Installation Service Provider**"), including all acts and omissions of the Installation Service Provider. Customer's use of a Installation Service Provider is subject to Envysion's prior written consent (not to be unreasonably withheld or delayed) and conditioned on the Installation Service Provider's acceptance and assumption of the relevant terms of this Agreement, including (i) this Section 6, (ii) Envysion's intellectual property rights under Section 12, (iii) the indemnity obligations in Section 14(a), which shall apply to the Installation Service Provider with respect to any property damage or personal injury caused by the Installation Service Provider, and (iv) the protection of Envysion's Confidential Information under Section 16. In no event shall Envysion be responsible for any claims or losses arising out of or related to the Installation Service Provider's conduct.



(d) Except as expressly set forth in an Order Form, Installation Services do not include services, hardware, setup, configuration or wiring associated with Customer's Internet connection for which Customer is solely responsible. All installation schedules will be mutually agreed to by the parties. Customer must obtain all local permissions and approvals for Installation Services prior to initiation. Customer must advise Envysion of any specific code-related, union or landlord requirements that would impact the install (e.g., special wiring). Customer will be responsible for any incremental costs incurred based on lack of Internet access, point of sale configuration issues, and permitting or compliance issues associated with the installation. These incremental costs, should they arise, will be documented and presented to Customer as separate line items on the applicable invoice.

(e) The Order Form shall set forth the initial installation schedule date(s) for the Customer location(s) ordered thereunder as agreed to by the parties, for each such location (each an "Installation Schedule Date"). Installation will be deemed completed at each location when Envysion or its authorized third-party installer informs Customer that the Installation Services for such location have been completed. Promptly after completion of the installation, Customer shall perform acceptance testing of the Service to confirm conformity with the Order Form and with applicable Envysion specifications and Documentation. Customer shall notify Envysion in writing of any material non-conformities of the Service within two (2) business days after installation. Envysion will use reasonable commercial efforts to correct any such non-conformities. If the Service is in material conformance with Envysion's applicable specifications and Documentation, or Customer fails to notify Envysion of any non-conformities within such two (2) business day period, the Service will be deemed to have been accepted ("Accepted") for the installed location(s). Acceptance shall not be delayed due to any non-performance by Customer of its obligations associated with the Service, Installation Services or Sold Equipment (e.g., broadband availability, IT configuration and point of sale configuration). Immediately following the Service being Accepted at a location, or following the Installation Schedule Date if installation does not occur by such date and the delay is not solely caused by Envysion, Customer shall be invoiced for the Service, any Service Equipment and/or Sold Equipment as set forth in the Order Form and all applicable fees shall be paid by Customer in accordance with Section 9.

7. CUSTOMER COOPERATION. Customer shall provide Envysion with such resources, information and assistance as Envysion may reasonably request in connection with Envysion's performance of the Installation Services and the Service, including Internet access, applicable hardware and a suitable work environment. Customer acknowledges and agrees that Envysion's ability to successfully perform the Installation Services and the Service in a timely manner is contingent upon its receipt from Customer of the information, resources and assistance requested. Envysion shall have no liability for deficiencies in the Installation Services or the Service resulting from the acts or omissions of Customer, its agents or employees, and in the event Envysion is required to expend additional efforts under this Agreement due to any lack of Customer information, resources and assistance, the schedule in the applicable Order Form and the fees payable under Section 9 shall be equitably adjusted.

8. ACCOUNT INFORMATION AND DATA.

(a) Envysion does not own any Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Envysion shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach or bankruptcy/insolvency under Section 11), Envysion will make available to Customer a file of the Customer Data if requested by Customer within thirty (30) days of termination. Customer agrees and acknowledges that (i) Envysion is not obligated to retain Customer Data for longer than thirty (30) days after termination, and (ii) Envysion has no obligation to retain Customer Data, and may delete Customer Data, if Customer has materially breached this Agreement, including any failure to pay outstanding fees, and such breach has not been cured within ten (10) days of notice of such breach. Upon termination for cause resulting from an uncured breach, Customer's right to access or use Customer Data shall immediately cease, and Envysion shall have no obligation to maintain or forward any Customer Data.

(b) Customer grants to Envysion a license and right to host, process, copy, transmit, modify, use and display Customer Data to: (a) fulfill its obligations and rights under this Agreement (e.g., provide the Service); (b) maintain, evaluate, secure, develop, or improve the Service; and (c) respond to and resolve a User's request for customer support. Nothing in this Agreement transfers or conveys to Envysion any ownership interest in or to the Customer Data and Customer Data will remain Customer's property. Envysion may also de-identify, anonymize and aggregate certain portions of Customer Data transmitted to Envysion ("**Aggregated Data**"). Envysion may modify, analyze, share, license, assign, sell and otherwise use Aggregated Data in any manner it chooses and for its own purposes, provided always that Customer and its Users are not identifiable in any way. Aggregated Data is Envysion's property.

9. FEES AND PAYMENT TERMS.

(a) The fees and charges for the Service, Sold Equipment, and Installation Services or other products/services shall be set forth in the applicable Order Form. Customer acknowledges that the fee for the Service is based on the number of cameras connected to the EnVR and shall include a license fee for each EnVR, including any related part upgrades, and license fees, and fees for use of the other Service Equipment (collectively, the "**Service Fee(s)**"). Except as expressly set forth in this Agreement or the applicable Order Form, all payment obligations are non-cancelable and all amounts paid are nonrefundable. A Change Order shall be executed for any incremental charges that



result from changes or unanticipated problems during the installation process, including additional equipment required, additional labor charges or other changes requested by Customer.

(b) All amounts due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties, network access fees, regulatory charges and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Envysion's net income. Unless otherwise set forth in the applicable Order Form (e.g., included in the Service Fee), Customer shall be responsible for all freight and transportation charges (including insurance) for all Service Equipment and/or Sold Equipment.

(c) Unless otherwise expressly provided in an applicable Order Form, and subject to credit approval, Customer will pay Envysion all amounts due within thirty (30) days after the date of invoice. Customer acknowledges that Envysion reserves the right to require automatic payments by credit card or automated clearing house (ACH). All payments must be made in U.S. dollars.

10. NONPAYMENT AND SUSPENSION. In addition to any other rights granted to Envysion under applicable law and/or this Agreement, Envysion reserves the right to suspend Customer's (and its Users') access to the Service if Customer's account becomes delinquent and is uncured for a period of ten (10) days. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is less, from the date due, plus all expenses of collection. Customer will continue to be charged for Service Fees during any period of Service suspension.

11. TERM AND TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date and shall continue for as long as any applicable Order Form associated herewith remains in effect or as long as Envysion continues to provide Customer with the Service hereunder, whichever is longer. The term of each Service subscription at each Customer location shall commence on the date the Service is Accepted by Customer at such location and shall continue for the period specified on the applicable Order Form ("**Initial Service Term**") unless terminated as set forth in this Section 11. Following the expiration of the Initial Service Term for a location, the Service term for such location shall automatically renew for the same period of time as the Initial Service Term (or such other renewal period(s) specified in the applicable Order Form) (each a "**Renewal Service Term**") unless (i) this Agreement expires or is terminated as provided for under this Section 11; or (ii) either party provides written notice of non-renewal at least sixty (60) days prior to the end of the Initial Service Term or the then-current Renewal Service Term (the Initial Service Term and each Renewal Service Term shall be collectively referred to as the "**Service Term**"). Each Renewal Service Term shall be on the same terms and conditions set forth in this Agreement, except the fees (including the Service Fee) shall be charged at Envysion's then-current rates unless otherwise stated in the applicable Order Form or otherwise agreed to by Envysion in writing. Unless otherwise expressly set forth in a Change Order, the Service Term for any Change Order shall be the same Service Term of the corresponding Initial Order Form or Renewal Order Form (as applicable).

(b) Either party may terminate this Agreement or an Order Form upon written notice if the other party (i) is in default of any material term or condition of this Agreement or the applicable Order Form, provided that, where such default is curable, the default has remained uncured for a period of thirty (30) days (ten (10) days for nonpayment) following written notice of such failure or default; (ii) formally declares bankruptcy, insolvency, reorganization, liquidation, or receivership; or (iii) has instigated against it bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings, and fails to remove itself from such proceedings within ten (10) days from the date of institution of such proceedings.

(c) In the event of any termination of this Agreement or an Order Form, any amounts owed to Envysion under this Agreement and/or the Order Form (as the case may be) before such termination or expiration will be immediately due and payable. In addition, in the event an Order Form is terminated before the expiration of the applicable Service Term (excluding any termination by Customer for Envysion's uncured breach or bankruptcy/insolvency), Customer shall remain responsible for the payment of all unpaid amounts under such Order Form for the remainder of the Service Term (had termination not occurred), and all such amounts shall become immediately due and payable. Upon termination or expiration of this Agreement or an Order Form for any reason, all rights granted by Envysion to Customer hereunder and/or thereunder will immediately cease to exist and Customer must (i) discontinue all use of the Service; (ii) at Envysion's request, return to Envysion or dispose of (as instructed by Envysion), at Customer's expense, all copies of Documentation in Customer's possession or control; and (iii) at Envysion's request, return to Envysion in good working order all Service Equipment (including all EnVRs, except for any EnVR purchased as Sold Equipment pursuant to an Order Form). With respect to the return of Service Equipment as requested by Envysion, Envysion shall be responsible, at Envysion's cost, for de-installing and removing such Service Equipment and Customer hereby grants Envysion and its authorized representatives and subcontractors the right to enter Customer's location(s) in connection with such de-installation and removal; provided, however, in the event the Service Equipment to be returned is limited to EnVR(s) and/or this Agreement or the applicable Order Form has been terminated due to Customer's uncured breach or bankruptcy/insolvency, then Customer shall be solely responsible for the cost of de-installing such Service Equipment and for shipment back to Envysion. Notwithstanding anything contained herein to the contrary, Envysion shall not be responsible for any patching, painting or other repairs to Customer's premises as a result of the de-installation or relocation of any Service Equipment.

(d) Sections 8, 11(c)-(d), 12 and 14 through 18, together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

12. TITLE AND RISK OF LOSS.

(a) Notwithstanding anything contained herein to the contrary, the Service, Service Equipment, Software (including any Software incorporated or embedded in any Service Equipment or Sold Equipment, which is licensed and not sold to Customer hereunder), and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Envysion and its licensors. All rights not expressly granted to Customer under this Agreement are reserved by Envysion and its licensors.

(b) All Service Equipment, while in Customer's custody or control, shall be held at Customer's risk and shall be kept insured by Customer at Customer's expense in an amount equal to the replacement cost with loss payable to Envysion.

13. LIMITED WARRANTY.

(a) During each Service Term, Envysion warrants that the applicable Service and Service Equipment will perform substantially in accordance with the current Documentation provided by Envysion. In the event that the Service or any Service Equipment fails to perform in accordance with this warranty, Customer must promptly inform Envysion of such fact. The entire obligation of Envysion and Customer's sole and exclusive remedy for breach of this warranty is limited, at Envysion sole option, to Envysion either (i) repairing the Service and/or repairing or replacing the Service Equipment (as the case may be) and correcting any defects in performance without any additional charge to Customer, or (ii) in the event that such repair/replacement is not commercially practicable, as determined by Envysion, terminating this Agreement and/or the applicable Order Form(s) and providing Customer a refund of any paid but unused fees for the terminated Service. Envysion does not warrant that Customer's use of the Service or any Service Equipment will be error-free or uninterrupted. This limited warranty is contingent upon proper use of the Service and Service Equipment pursuant to this Agreement, the applicable Order Form(s) and the Documentation, and is void if (1) the Service or Service Equipment (as the case may be) has been interfered with by Customer or has been subjected to unusual stress or misuse of any kind, (2) Customer has failed to keep the Service Equipment clean and free from debris, (3) any modifications of any type have been made to the Service or Service Equipment by any party not authorized by Envysion, including installation of unauthorized software or hardware on the Service, (4) the Service Equipment has been modified, moved or relocated by or on behalf of Customer except as expressly permitted under this Agreement, or (5) the Service Equipment has been subject to abuse, theft, vandalism, fire, flood, wind, freezing, power failure, inadequate power supply, electrical surges, acts of war, or acts of God. Without limiting the foregoing, Customer hereby grants Envysion and its authorized representatives and subcontractors the right to enter Customer's location(s) in order to inspect the Service Equipment and to repair and/or replace such Service Equipment pursuant to this Section 13.

(b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE AND SERVICE EQUIPMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND ENVYSION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

(c) Any warranty provided by Envysion with respect to any Sold Equipment shall be set forth in the Equipment Purchase Addendum.

14. INDEMNIFICATION.

(a) Customer will defend, indemnify and hold harmless Envysion and its affiliated companies and each of their respective officers, directors, employees and agents from and against any claims, liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and defense costs) which may be sustained or suffered by any of them arising out of or based upon (i) any activities taking place at any Customer location(s), including any property damage or personal injury (including death) occurring at such Customer location(s); (ii) Customer's (and its Users') access to and use of the Service, Service Equipment and/or Sold Equipment; and/or (iii) Customer's breach of its obligations, representations and/or warranties under this Agreement; provided, however, Customer shall have no indemnity obligations under this Section 14 to the extent any such claim results from Envysion's gross negligence or willful misconduct.

(b) Envysion will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Service infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and Envysion will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Service becomes, or in Envysion's opinion is likely to become, the subject of an infringement claim, Envysion may, at its option and expense, either (i) procure for Customer the right to continue using Service, (ii) replace or modify Service so that it becomes non-infringing, or (iii) terminate this Agreement upon written notice to Customer and refund Customer the Service Fees paid by Customer during the twelve (12) month period preceding the effective date of termination. Notwithstanding the foregoing, Envysion will have no obligation under this Section 14 or otherwise with respect to any infringement claim



based upon (a) any use of Service not in accordance with this Agreement, the applicable Order Form or the Documentation or for purposes not intended by Envysion, (b) any use of Service in combination with other products, equipment or software not intended by Envysion to be used with Service, (c) any Customer Data, or (d) any modification of the Service by any person other than Envysion or its authorized agents or subcontractors. This section 14 states Envysion's entire liability and customer's exclusive remedy for INFRINGEMENT CLAIMS AND ACTIONS.

(c) In connection with the indemnification obligations under this Section 14, the party to be indemnified (the "**Indemnified Party**") shall give the indemnifying party (the "**Indemnifying Party**") prompt written notice of any covered claim, allow the Indemnifying Party to control the defense and settlement of the claim, and cooperate with the Indemnifying Party, at the Indemnifying Party's reasonable request and expense, in defending or settling the claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to participate in (but not control) the defense of any such claim with counsel of its choice and at its own expense.

15. LIMITATION OF LIABILITY. IN NO EVENT WILL ENVYSION BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY PENALTIES TO WHICH CUSTOMER MAY BE SUBJECT, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE IN ANY WAY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ENVYSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENVYSION'S TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE AMOUNTS PAID TO ENVYSION BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY.

16. CONFIDENTIALITY.

(a) The party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

(b) The Receiving Party's obligations under this Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (1) approved in writing by the Disclosing Party, (2) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (3) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(c) Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or upon the expiration or termination of this Agreement; provided, however, the Receiving Party may retain one (1) archival copy for record retention purposes and compliance with applicable law. Upon the request of the Disclosing Party, the Receiving Party will certify in a writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 16.

(d) Each party acknowledges that a breach or threatened breach of this Section 16 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 16 by the other party or any of its employees or agents.

17. GENERAL PROVISIONS.

(a) *Compliance with Laws.* Customer shall comply with all applicable laws and regulations concerning its use of the Service, including all applicable privacy laws and export and import control laws and regulations. Customer will defend, indemnify and hold Envysion harmless from and against any breach of this clause.

(b) *Assignment.* Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including

the license rights granted to Customer hereunder) to any third party without Envysion's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, or otherwise; provided, however, for any such assignment by Customer to be valid, (i) Customer must provide written notice to Envysion prior to such assignment, (ii) all amounts due and payable at such time must be immediately paid to Envysion and (iii) the assignee must execute an assignment and assumption agreement (in a form approved by Envysion) that confirms such assignee's assumption of all of Customer's obligations hereunder. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or services, including monitoring, which it may be required to perform hereunder. Customer acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind Customer to Company.

(c) *Notices.* All notices required in connection with this Agreement will be in writing and deemed effectively given: (a) upon personal delivery to the party to be notified; (b) on the date on which such notice is delivered by email with confirmation that the email has been received and read; or (c) one (1) business day after deposit with a nationally/internationally recognized overnight courier that provides tracking and verification of delivery. All notices shall be sent to the address set forth in the most recent Order Form. Either party may change its address by giving notice of the new address to the other party in writing.

(d) *Relationship of Parties.* The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

(e) *Force Majeure.* Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party. Without limiting the generality of the foregoing, Customer acknowledges that Envysion's Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Envysion is not responsible for delays, delivery failures or other damage resulting from such problems.

(f) *Governing Law and Venue.* Any question, claim or controversy arising out of or related to this Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought exclusively in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

(g) *Waivers; Severability.* Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(h) *Publicity.* Customer hereby grants to Envysion the limited right to use Customer's name and marks in marketing and publicity materials listing Customer as a customer of Envysion; provided, however, any such use must be pre-approved by Customer, which approval shall not be unreasonably withheld or delayed.

(i) *Interpretation.* The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." This Agreement shall be construed as if drafted mutually by both parties, such that neither party disproportionately suffers from any drafting ambiguity.

(j) *Entire Agreement.* This Agreement, including all Order Forms and attachments hereto and thereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Envysion expressly rejects the inclusion of any pre-printed terms or conditions contained on any purchase order (it being understood that purchase orders may be used for administrative purposes only) or other ordering instrument, all of which are hereby null and void and shall not have any effect on Customer's acceptance of this Agreement.

18. DEFINITIONS.

"**Change Order**" means a written document (in a form approved by Envysion) that is executed by the parties and that alters the terms of a previously accepted Initial Order Form or Renewal Order Form.

"Confidential Information" means the terms and conditions of this Agreement and all information related to a party's business, financial affairs or operations, including information related to business plans, technology, source code, product or service development plans, pricing, techniques and methods, which is either marked or identified as confidential or which the receiving party knew or reasonably should have known, under the circumstances, was confidential. Without limiting the foregoing, the Software shall be considered the Confidential Information of Envysion.

"Content" means the materials, information, software, products and services contained in or made available via the Service, other than Customer Data.

"Customer Data" means all audio and visual content captured by the Service at Customer's facilities and all data, information or material that Customer or Customer's Users or invitees may disclose or submit in the course of using the Service.

"Documentation" means the user manuals and other technical documentation made available by Envysion to Customer for the Service in either electronic, online help files or hard copy format.

"EnVR" means a physical computer located at a Customer location that enables digital video recording and also contains the Envysion EnVR Software product. The EnVR is included as part of the Service Equipment unless it is expressly designated as Sold Equipment under an Order Form.

"Envysion Application Software" means the software application hosted by Envysion that provides the Envysion Insight and Envysion Video managed video content.

"Envysion EnVR Software" means the software (in object code format) that resides on the EnVR or other Envysion approved device.

"Envysion Insight" means the Service that provides the integration of video surveillance content with point of sale or other data for the purpose of associating video with data, custom reports and alerts related to the data.

"Envysion Player Software" means the software product that is downloaded over the Internet that renders video within a web browser.

"Envysion Site" means the web site located at a unique URL to be provided by Envysion to Customer where Users may access and use the Service.

"Envysion Video" means the Service that provides video surveillance.

"Equipment Purchase Addendum" means the document attached hereto as **Exhibit B** that covers Customer's purchase of Sold Equipment from Envysion. The terms and conditions set forth in the Equipment Purchase Addendum shall be added to and supersede (in the event of a conflict) the terms and conditions of this Agreement and the applicable Order Form. Envysion reserves the right to update the Equipment Purchase Addendum from time to time upon written notice to Customer; provided, however, any such updates shall only apply to Sold Equipment purchased by Customer following such written notice.

"Initial Order Form" means a mutually agreeable form documenting the initial subscription order for the Service and/or the purchase of any Installation Services or Sold Equipment and any subsequent orders for any of the foregoing submitted online or in written form.

"Intellectual Property Rights" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

"Order Form" means an Initial Order Form, Renewal Order Form or Change Order, as the case may be.

"Renewal Order Form" means the form evidencing the renewal of a subscription order for the Service. Each Renewal Order Form shall be in the form of a Customer issued purchase order or such other form approved by Envysion and shall specify, among other things, the renewal order effective date, the products/services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties.

"Service Equipment" means the physical equipment, such as cameras, monitors, ENVRs, and other related equipment, accessories or parts that Customer receives from Envysion as part of the Service and for which title does not pass to Customer.

"Software" means collectively the Envysion Application Software, Envysion EnVR Software, and Envysion Player Software, including all updates, upgrades, enhancements and error corrections made generally available by Envysion in its sole discretion.

"Sold Equipment" means the physical equipment, such as cameras, monitors, and other related equipment, accessories or parts, but excluding any Software that may be installed on such Equipment, that Customer purchases from Envysion under an Order Form whereby title to the Equipment passes to Customer.

"Users" means Customer's personnel who are authorized by Customer to use the Service on behalf of Customer and have been supplied user identifications and passwords for this purpose.



STANDARD TERMS AND CONDITIONS
EXHIBIT A – ENVYSION SUPPORT LEVELS

During the Service Term, provided that Customer has paid all Service Fees then due and payable, Envysion shall provide support to Customers who use the Service as provided herein (the “**Support Agreement**”). All capitalized terms not defined in this Support Agreement shall have the same meaning as the Standard Terms and Conditions (the “**Agreement**”).

1. Envysion will provide a problem reporting service and remote assistance (through telephone, email, or other mechanism(s), depending on the support levels below) to assist Customer in identifying and fixing documented and reproducible failures of the Service to perform as specified in the documentation.

2. Service Equipment Support

2.1. In the event that Envysion determines, in its sole discretion, that any Service Equipment (including an EnVR) needs to be replaced in fulfillment of its obligations under the limited warranty provided for in the Agreement (the “**Replacement Service Equipment**”), Envysion may, in its sole discretion, use new or refurbished equipment for the Replacement Service Equipment, which may be a future version or edition of Customer’s original Service Equipment; provided, however, that the specifications of the Replacement Service Equipment are not less than the Service Equipment specifications provided for on the Order Form.

2.2. In the event that any Service Equipment needs to be repaired or replaced due to (i) Customer’s negligence, willful misconduct, or other failure to comply with the terms of this Agreement, the applicable Order Form or the Documentation, or (ii) theft, failure to properly connect the Service Equipment to a surge protector approved by the Underwriter’s Laboratory, or any other condition within Customer control or responsibility under this Agreement, Customer shall be invoiced an amount for the Replacement Service Equipment at Envysion’s then current list price.

2.3. In the event that Customer does not return any Service Equipment within ten (10) business days of receipt of the Replacement Service Equipment, Envysion has the right to invoice Customer for the Replacement Service Equipment at Envysion’s then current list price.

3. Support Levels

Envysion shall provide Customer with the support level specified on the Order Form for the Service. The support levels are as follows:

3.1. Envysion Notifies: Envysion shall provide email and telephone support from 6:00 am to 8:00 pm (MT) on Envysion’s business days and provide Customer access to Envysion’s trouble ticket system to report and track issues with the Service (“**Trouble Tickets**”). Envysion will make commercially reasonable efforts to provide an initial response within twenty-four (24) business hours from receipt of a Trouble Ticket. On-site support is available on a time and material basis at Envysion’s then-current hourly rates plus customary and reasonable travel expenses. Envysion will provide the following additional support services:

- (a) Automatic notification when any Service Equipment or camera is offline
- (b) Remote troubleshooting
- (c) Weekly system status reports
- (d) Second day shipping for Replacement Service Equipment (*)

** Expedited shipping is available at an additional charge when pre-approved by Customer, provided that request is received by 1 pm MT*

3.2. Envysion Maintains: In addition to what is provided under Envysion Notifies, Envysion will make commercially reasonable efforts to provide an initial response within four (4) business hours from receipt of a Trouble Ticket and will proactively open a Trouble Ticket within four (4) hours of a loss of Service. Envysion will provide the following additional support services:

- (a) Proactive remote troubleshooting
- (b) Next day freight for replacement parts
- (c) On-site troubleshooting for Service Equipment or Sold Equipment under warranty

4. Service Tickets

Envysion shall invoice Customer for parts or labor for support services provided to Customer that are not explicitly covered by this Support Agreement or are out of warranty (“**Additional Charges**”) to restore the Service to an acceptable working condition as determined by Envysion in its sole discretion. Customer acknowledges and agrees that the request for “Additional Charges” by a Customer employee, contractor or agent obligates the Company to pay for the Additional Charges.

5. Payment of Fees Under the Support Agreement

All fees incurred under this Support Agreement are due and payable in accordance with Section 9 of the Agreement.

6. Limitations of Coverage

Any Envysion support obligations provided under this Support Agreement are null and void if any of the following occur: (i) any alterations or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer; (ii) damage or other equipment failure due to the failure to maintain the equipment according to the owner’s manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power



failure, inadequate power supply, electrical surges, acts of war, or acts of God; or (iii) any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used. Furthermore, this Support Agreement excludes (i) nonfunctional parts such as, but not limited to, plastics or finishes; (ii) cosmetic damage such as, but not limited to scratches, dents, rust, stains; (iii) loss or damage as a result of violation of existing federal, state and municipal codes including but not limited to power surge and spike resulting from a violation of those codes; (iv) any cost recoverable under an insurance policy issued to Customer; or (v) EnVRs where the EnVR MAC number does not match the EnVR covered under this Support Agreement.



STANDARD TERMS AND CONDITIONS
EXHIBIT B – EQUIPMENT PURCHASE ADDENDUM

This Equipment Purchase Addendum applies to Sold Equipment purchased by Customer under an Order Form. Envysion shall provide Customer with a one (1) year limited warranty on Sold Equipment as provided for in this Equipment Purchase Addendum. Customer may purchase an extended warranty plan as provided herein.

1. LIMITED WARRANTY.

(a) The warranty provided by Envysion under this Equipment Purchase Addendum applies only to Sold Equipment purchased and used in the United States by the original purchaser and is limited to the terms set forth below. The Sold Equipment may also contain Software. Envysion provides a separate limited warranty for the Software. The limited warranty provided for in this Equipment Purchase Addendum does not apply to the (a) Service (including any Service Equipment), (b) Software (notwithstanding if Software is installed on the Sold Equipment), or (c) Installation Services.

(b) Envysion warrants from one (1) year from the date the Sold Equipment is first shipped to Customer (“**Warranty Period**”) that the Sold Equipment is: (a) free from defects in materials and workmanship encountered in normal use of the product; and (b) conforms to its published Documentation. The warranty period for the Sold Equipment is a specified, fixed period defined above.

(c) Customer's sole and exclusive remedy and the entire liability of Envysion and its suppliers under this limited warranty will be, at Envysion's sole option, to repair or replace the nonconforming Sold Equipment, at no charge, with new or reconditioned components, provided that Customer reports the nonconformity in writing to Envysion during the Warranty Period pursuant to the procedure set forth in Section 2 below; provided, however, in the event that such repair or replacement is not commercially practicable, as determined by Envysion, Envysion will provide Customer with a refund of the price paid to Envysion for such Sold Equipment. Replacement parts and products assume the remaining original warranty. Envysion does not warrant uninterrupted or error-free operation of the Sold Equipment, and shall not be liable for the loss or destruction of data or media resulting from the use or service of the Sold Equipment.

(d) The warranty does not cover the repair or exchange of Sold Equipment resulting from misuse; accident; abuse; neglect; misapplication; fire, water, lightning or other acts of nature; unsuitable physical or operating environment; incorrect electrical line voltage, fluctuations, or surges; improper connection with any computer; product alteration or modification; improper or unauthorized disassembly or repair; cosmetic damage or product with altered serial numbers; or failure caused by a product for which Envysion is not responsible, as determined by Envysion. The warranty is voided by removal or alteration of Sold Equipment or any parts or identification labels.

(e) OTHER THAN AS DESCRIBED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, RELATING TO THE SOLD EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ENVYSION SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE SOLD EQUIPMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF ENVYSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST ENVYSION BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE SOLD EQUIPMENT SOLD BY ENVYSION AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO CUSTOMER AND CUSTOMER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS SOLD EQUIPMENT SOLD BY ENVYSION. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE SOLD EQUIPMENT, IS NONTRANSFERABLE AND STATES CUSTOMER'S EXCLUSIVE REMEDY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

2. WARRANTY PROCEDURE. In the event a warranty claim arises within the Warranty Period, Customer shall notify Envysion prior to the expiration of the Warranty Period with a detailed description of the claim and provide such other information as Envysion requires. Once Envysion verifies the claim, Envysion will at its discretion, repair or replace the Sold Equipment. Prior to returning the Sold Equipment, Customer must obtain a return materials authorization number (“**RMA**”) from Envysion. The RMA must be included with the returned Sold Equipment. Envysion will pay for the cost of shipping replacement Sold Equipment, parts or the cost of returning the Sold Equipment. Customer shall be responsible, at its own expense, for de-installing, re-installing and/or packaging Sold Equipment and/or parts for shipment to Envysion.



3. EXTENDED WARRANTY. Customer may purchase an extended warranty plan to extend the warranty provisions for Sold Equipment purchased under an Order Form and as provided for in this Equipment Purchase Addendum. The extended warranty plan, which extends the Warranty Period to the date specified in the extended warranty plan, must be purchased at the same time as the Sold Equipment.

4. DELIVERY. Delivery shall be F.O.B. Envysion's point of shipment. Risk of loss and damage shall pass to Customer upon delivery to a common carrier at Envysion's point of shipment.

5. TITLE. Title to the Sold Equipment (but not to any Software incorporated or embedded therein) shall pass to Customer at delivery; provided however, Customer hereby grants a security interest in the Sold Equipment sold under an Order Form and the proceeds thereof until payment of the full purchase price to Envysion. Customer agrees to execute financing statements and other documents as Envysion may reasonably request, and acknowledges that this Equipment Purchase Addendum constitutes a proper security agreement to be used in connection with any such financing statement. Any rights not expressly granted to Customer hereunder are reserved by Envysion, its licensors and suppliers.