

END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE USING THE PELCO SOFTWARE AND SERVICE.

This end-user license agreement (“**EULA**”) is a legal agreement between you (“**End User**” or “**you**”) and Pelco, Inc. (“**Pelco**,” “**us**” or “**we**”) in relation to the Pelco Calipsa Service (the “**Service**”).

We license use of the Service to you on the basis of this EULA. We do not sell the Service to you. We remain the owner of the Service at all times.

IMPORTANT NOTICE:

BY USING THE SERVICE YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU. THE TERMS OF THIS EULA INCLUDE, IN PARTICULAR, THE PRIVACY POLICY AND LIMITATIONS ON LIABILITY.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE YOU MUST NOT USE THE SERVICE.

The following terms apply to all licensees of the Pelco Calipsa software, and govern the use of the Software and the Service (as defined below).

1. Definitions and Interpretation

Capitalized terms not defined herein, shall have the following meanings:

“**API**” means any application programming interface(s) operated by Pelco and through which the Service is delivered.

“**App**” means any authentication application software operated by Pelco and through which the Service is delivered.

“**Authorized Users**” means those employees, agents and independent contractors of the End User who are authorized by the End User to use the Service, as further described in clause 4.

“**Business Day**” means a day other than a Saturday, Sunday or public holidays where US banks are closed.

“**Confidential Information**” has the meaning set out in clause 13.

“**Data Processing Agreement**” or “**DPA**” means the data processing agreement located [here](#).

“**Documentation**” means those printed or online instructions, manuals, screens and diagrams distributed or otherwise provided by Pelco that pertain to the Software or use of the Service.

“**End User Data**” means the data, which shall include without limitation, all videos (real-time and pre-recorded), CCTV footage, surveillance footage but excluding any Heuristic Data provided, uploaded or inputted by the End User or the Authorized Users on the End User's behalf for the purpose of using the Service or facilitating the End User's use of the Service.

“**Extended License Term**” means a renewed Initial License Term. An End User shall have the option to renew the Initial License Term annually for one (1) year periods, as detailed in the corresponding Purchase Order.

“**Fees**” means the fees paid by the End User to the Reseller for the Service, as detailed in the corresponding Purchase Order.

“**Warranty**” means the Pelco Software accuracy warranty attached hereto as Schedule 1.

“**Heuristic Data**” means any anonymised data or data, processed and stored as mathematical constructs, which is derived from the End User's use of the Software, excluding any Personal Data.

"Initial License Term" shall mean the term of the license to use the Service granted to an End User as detailed in the corresponding Purchase Order. It shall be for a minimum of three years.

"License" shall mean a license to use the Service purchased by the End User from the Reseller as detailed in the respective Purchase Order.

"Intellectual Property Rights" means patents, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Party" means a party to this EULA, being either Pelco or End User, and **"Parties"** means both of them.

"Personal Data" has the meaning given in the DPA.

"Purchase Order" means the purchase order for each sale of the Service made by the Reseller to an End User, entered into between the Reseller and the End User.

"Reseller" means the reseller authorized by Pelco to distribute the Service in the relevant Territory.

"Service" means the Pelco Calipsa service, comprising one or more subscription services provided by Pelco to the End User under this EULA (whether delivered via any Service, API, Website and/or any other means notified to the End User by Pelco from time to time).

"Software" means the software application known as Pelco Calipsa, including any Service, API and/or Website, and all Documentation provided by Pelco as part of the Service.

"Specification" means the functional specification for the Service as set out in the Documentation.

"Territory" means that territory or those territories identified as such on the Purchase Order.

"Tier 2 Support" means reporting bugs on the Software; alarms not visible on the Software and alarms not being understood by the Software.

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

"Website" means any website operated by Pelco through which the Service is delivered to End User.

2. Acknowledgements

2.1. The terms of this EULA apply to the Service, including any updates or supplements to the Service, unless they come with separate terms, in which case those terms apply.

2.2. We may change these terms at any time by notifying you of a change when you next use the Service. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Service.

2.3. You acknowledge that you are (or intend to) use the Service in the course of business.

2.4. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

3. Grant and scope of license

In consideration of the End User paying the Fees and agreeing to abide by the terms of this EULA, Pelco hereby grants to the End User a non-exclusive, non-transferable right to permit the Authorized Users to use the Service solely for the End User's internal business operations for the Initial License Term and for any Extended License Term thereafter (as detailed in the corresponding Purchase Order). We reserve all other rights.

4. License Restrictions

4.1 The End User's access to the Service shall be limited to the number of Licenses purchased by the End User in the respective Purchase Order.

4.2 The End User shall not access, store, distribute or transmit any Viruses, and shall not access, store, distribute or transmit any material during the course of its use of the Service that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property. Pelco reserves the right, without liability or prejudice to its other rights to the End User, to disable the End User's access to any material that breaches the provisions of this clause 4.2.

4.3 Except as may be allowed by any applicable law which is incapable of exclusion by EULA between the parties, and except to the extent expressly permitted under this EULA, the End User shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

4.4 The End User shall not, and shall not attempt to: (a) access all or any part of the Service in order to build a product or service which competes with the Service; (b) use the Service or the Software to provide services to third parties; (c) subject to clause 13.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except to Authorized Users, or (d) attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under this clause 4.

4.5 The End User shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and the Service and, in the event of any such unauthorized access or use, promptly notify Pelco.

4.6 The rights provided under this clause 4 are granted to the End User only, and shall not be considered granted to any subsidiary or holding company of the End User.

5. End User Data and Heuristic Data

5.1 The End User shall own all right, title and interest in and to all of the End User Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the End User Data.

5.2 The terms of the DPA, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

5.3 Pelco may use the End User Data to improve the performance and functionality of the Software or develop improvements, updates, upgrades, modifications and derivative works thereof.

5.4 Pelco may track and analyze the End User's and any Authorized User's use of the Software for the purposes of security and to help Pelco improve the Service and the Software.

5.5 The End User shall ensure that it collected the End User Data in a manner compliant with applicable laws.

5.6 Pelco shall own all right, title and interest in and to all of the Heuristic Data. All Heuristic Data collated and stored by Pelco shall be processed and stored either in anonymised form or as mathematical constructs and no individual third party shall be identifiable from such data.

5.7 The End User shall indemnify and hold harmless Pelco from and against all losses, damages, liabilities and claims, arising from or in relation to any third party claims that the processing and use of the End User Data or Heuristic Data by Pelco in accordance with this EULA infringes or misappropriates any third party rights or breaches any applicable laws.

6. Pelco's Obligations

6.1 Pelco shall (a) provide the Service to the End User on and subject to the terms of this EULA; (b) use commercially reasonable endeavors to ensure that the Service conforms to the Specification; (c) use commercially reasonable endeavors to make the Service available twenty four (24) hours a day, seven (7) days a week, except for (i) planned downtime, (ii) any unavailability caused by a force majeure event, or (iii) unavailability caused by any third party applications (including those provided by the Reseller); and (d) provide Tier 2 Support.

6.2 Pelco shall not be liable for any breach of its obligation in clause 6.1(b) to the extent any non-conformance with the Specification is caused by use of the Software or the Service contrary to Pelco's instructions, or modification or alteration of the Software or the Service by any party other than Pelco or Pelco's duly authorized contractors or agents. If the Service does not conform with the Specification, Pelco will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the End User with an alternative means of accomplishing the desired performance. Subject to the Warranty, such correction or substitution constitutes the End User's sole and exclusive remedy for any non-conformance. Notwithstanding the foregoing: (a) the End User acknowledges and agrees that the Service will evolve over time and that functionality may be added and removed from time to time; (b) Subject to the Warranty, Pelco does not warrant that the End User's use of the Service will be uninterrupted or error-free; or that the Service and/or the information obtained by the End User through the Service will meet the End User's requirements; and (c) subject to the terms of the SLA, Pelco is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the End User acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This EULA shall not prevent Pelco from entering into similar EULAs with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this EULA.

7. End User's Obligations

7.1 The End User shall provide Pelco with all necessary co-operation in relation to this EULA, and all necessary access to such information as may be required by Pelco. The End User shall comply with all applicable laws and regulations with respect to its activities under this EULA, be responsible for setting the access rights for each of its Authorized Users, and shall carry out all of its responsibilities in this EULA in a timely and efficient manner.

7.2 The End User shall ensure that all Authorized Users' use the Service strictly in accordance with the terms and conditions of this EULA and the applicable sections of any Purchase Order and shall be responsible for any Authorized User's breach of this EULA.

7.3 The End User shall ensure that its network and systems comply with the relevant specifications provided by Pelco from time to time necessary for the operation of the Software and/or the use of the Service, and shall be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to Pelco's data centers. Any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the End User's network connections or telecommunications links or caused by the internet shall be the End User's responsibility to resolve.

8. Compliance with Laws and Regulations

The End User shall comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this EULA.

9. Intellectual Property Rights

9.1 As between the Parties, all Intellectual Property Rights in and to the Software and all other aspects of the Service shall belong to, and remain vested in, Pelco at all times.

9.2 Without prejudice to the generality of the foregoing or to the provisions of clause 4.3 above, to the extent that the End User's or any Authorized User's use of the Software or the Service results in any modifications, adaptations, developments, or any derivative works of or to the Software or the operation of the Software ("**Improvements**"), then notwithstanding any rights or remedies of Pelco under clause 4.3 above, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by Pelco.

9.3 End User shall, at Pelco's expense, take all such steps as Pelco may reasonably require to assist Pelco in maintaining the validity and enforceability of its Intellectual Property Rights, or otherwise to give Pelco the full benefit of this EULA including the provisions of this clause 9.

9.4 Without prejudice to the right of End User or any third party to challenge the validity of any Intellectual Property Rights, End User shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any of Pelco's Intellectual Property Rights and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.

9.5 Pelco makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Software.

9.6 End User shall promptly give notice in writing to Pelco in the event that End User becomes aware of any infringement or suspected infringement of any Intellectual Property Rights in or relating to the Software or the Service and Pelco shall, in its absolute discretion, determine what action if any shall be taken in respect of the matter and Pelco shall have sole control over and shall conduct any consequent action as it shall deem necessary.

9.7 Pelco shall defend End User against any claims that the use of the Software or the Service in accordance with this EULA infringes any third party Intellectual Property Right in the Territory and shall indemnify the End User for and against any amounts awarded against End User in judgment or settlement of such claims, provided that (i) Pelco is given prompt notice of such claim; (ii) End User provides reasonable co-operation to Pelco in the defense and settlement of such claim, at Pelco's expense; (iii) Pelco is given sole authority to defend or settle the claim; and (iv) End User makes no admission of liability or fault itself or on behalf of Pelco.

9.8 In the defense or settlement of any claim pursuant to clause 9.7 above, Pelco may obtain for End User the right to continue using the Software or the Service in the manner contemplated by this EULA, replace or modify the Software or the relevant part of the Service as applicable so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this EULA forthwith by notice in writing and without liability to End User. Pelco shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 9.7) if the alleged infringement is based on: (i) modification of the Software by anyone other than Pelco; or (ii) End User's or any Authorized User's use of the Software otherwise than in accordance with this EULA or in a manner contrary to the instructions given to End User by Pelco in connection therewith; or (iii) End User's or any Authorized User's use of the Software after notice of the alleged or actual infringement from Pelco or any appropriate authority; or (iv) use or combination of the Software with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred.

9.9 End User shall defend Pelco against any all or any costs, claims, damages or expenses incurred by Pelco in respect of any third party claims relating to the End User's or any Authorized User's use of the Software of the Service otherwise than in accordance with this EULA, provided that (i) End User is given prompt notice of such claim; (ii) Pelco provides reasonable co-operation to End User in the defense and settlement of such claim, at

End User's expense; and (iii) End User is given sole authority to defend or settle the claim; and (iv) Pelco makes no admission of liability or fault itself or on behalf of End User.

9.10 Each Party shall, at the request and expense of the other, provide all reasonable assistance to the other (including, but not limited to, the use of its name in, or being joined as a Party to, proceedings) in connection with any action to be taken by the other Party, provided that that Party is given such indemnity as it may reasonably require against any damage to its name#

10. Termination

10.1 We may terminate this EULA immediately by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you fail to pay the Fees in accordance with Purchase Order; and
- (c) in the event that the Purchase Order expires or terminates.

10.2 We may terminate this EULA with at least thirty (30) days' written notice to you prior to the expiry of the Initial License Term or an Extended License Term, with such termination to take effect on the expiry of the Initial License Term or the then Extended License Term.

10.3 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease; and
- (b) you must immediately cease all activities authorized by this EULA, including your use of any Service.

11. Limitation of Liability

11.1 This clause 11 sets out the entire financial liability of Pelco (including any liability for the acts or omissions of its employees, agents and subcontractors) to the End User arising under or in connection with this EULA, in respect of any use made by the End User or its Authorized Users of the Software, the Services or any part of them; and in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this EULA.

11.2 Except as expressly and specifically provided in this EULA, the End User assumes sole responsibility for results obtained by Authorized Users from the use of the Service, and for conclusions drawn from such use. Pelco shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Pelco by the End User in connection with the Service, or any actions taken by Pelco at the End User's direction. It is the End User's responsibility to assess the value of the information and material provided by Pelco in light of the End User's business and circumstances and Pelco shall not be liable for any decisions made by the End User as a result of the provision of any information by or on behalf of Pelco in connection with the End User's use of the Service.

11.3 All communications by Pelco with the End User, its employees or agents, whether written or oral, are provided solely for the information and use of the End User in connection with the Service, and accordingly, shall not be used for any other purpose or referred to in any document or made available to any other person (except the End User's lawyers or other professional advisors) without Pelco's prior written consent. No other party is entitled to rely on Pelco's reports for any purpose whatsoever, and Pelco disclaims any responsibility to any such third party who has had communicated to him or her the information or advice provided by or on behalf of Pelco to the End User.

11.4 Except as expressly and specifically provided in this EULA, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this EULA; and the Software, the Service and any information provided by or on

behalf of Pelco are provided to the End User on an "as is" basis.

11.5 Nothing in this EULA excludes the liability of Pelco for death or personal injury caused by Pelco's negligence; or for its fraud or fraudulent misrepresentation.

11.6 Subject to clause 11.5: (a) Pelco shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this EULA; and (b) Pelco's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this EULA (including in respect of any and all Claims pursuant to the Warranty) shall be limited to the greater of: (i) the total Fees paid during the twelve (12) months immediately preceding the date on which the claim arose; or (ii) \$25,000.

11.7 Pelco shall not be liable for any acts or omissions of a Reseller

12. Assignment

12.1 The End User shall not, without the prior written consent of Pelco, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA. The End User shall be liable for the acts and omissions of its permitted subcontractor, agents and contractors, including all Authorized Users, in connection with this EULA as if they were its own acts and omissions.

12.2 Pelco may, on notice to the End User assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.

13. Confidential Information

13.1 "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by one Party or its employees, officers, representatives or advisers (together "**Representatives**") to the other Party and the other Party's Representatives, including the terms of this EULA; the business, affairs, End Users, clients, suppliers, plans, intentions, market opportunities, the operations, processes, product information, know-how, technical information or trade secrets of the disclosing party. Without limitation to the generality of the foregoing, the data and materials originating from End User in its use of the Software and the Service, and the reports and data created for the End User by Pelco in connection with End User's use of the Software and the Service shall be confidential Information belonging to End User.

13.2 Confidential Information of the disclosing party shall not include information which (i) is or becomes generally available to the public, other than as a result of a disclosure by the receiving party or any of its Representatives; (ii) was available to receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party, provided that the source of such information was not bound by a confidentiality EULA with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party; (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; (iv) is or was independently developed or discovered by the receiving party without use of or reference to the Confidential Information of the disclosing party; or (v) the Parties agree in writing is not confidential or may be disclosed.

13.3 The Confidential Information of the disclosing party will be kept confidential and will not be disclosed or divulged by the receiving party to anyone except with the disclosing party's prior written permission, or as may be required by law or by the order or demand of a court or government agency or authority.

13.4 Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to those of the receiving party's Representatives (which in the case of Pelco shall include the Reseller) who need to review such Confidential Information pursuant to this EULA, but only after the receiving party has informed them of the confidential nature of such Confidential Information and they have agreed, in writing, to treat such Confidential Information confidentially on terms substantially similar to those of this EULA.

13.5 Upon expiration or earlier termination of this EULA for any reason, the receiving party will return to the disclosing party or destroy (at the disclosing party's sole discretion) all Confidential Information of the disclosing party and all copies thereof (except that End User may retain any Confidential Information needed to fulfill orders then pending as contemplated by this EULA only until such orders are fulfilled and then must return or destroy, at Pelco's sole discretion, all Confidential Information) and, upon the written request of the disclosing party, an authorized officer of the receiving party will certify in writing to the disclosing party that the receiving party has complied with this clause 13.5. In such event, the receiving party will continue to be bound by this clause 13.

14. Miscellaneous

14.1 Entire Agreement: This EULA constitutes the entire agreement between the End User and Pelco with respect to the subject matter hereof and supersedes and extinguishes all prior and contemporaneous EULAs, negotiations, promises, assurances, warranties, understandings, representations and proposals, written or oral, relating to its subject matter. Each Party acknowledges that in entering into this EULA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.

14.2 Amendment: This EULA may not be amended or otherwise modified, and no variation of this EULA shall be effective unless it is in writing signed by the Parties or their authorized representatives.

14.3 Waiver: A waiver by any Party of any of its rights hereunder shall not be binding unless in a writing signed by an authorized representative of the Party expressly waiving such rights. The non-enforcement or waiver of any provision on any occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no usage of trade or other regular practice or method of dealing between or among the Parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this EULA.

14.4 Severability: If any provision or part-provision of this EULA becomes or is held invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the remaining provisions shall be enforced to the maximum extent permitted by applicable law. Headings herein are for reference only, and shall not be construed as substantive parts of this EULA.

14.5 Rights and Remedies: Except as expressly provided in this EULA, the rights and remedies provided under this EULA are in addition to, and not exclusive of, any rights or remedies provided by law.

14.6 Force Majeure: Neither Party shall in any circumstances be in breach of this EULA nor liable for delay in performing, or failure to perform, any of its obligations under this EULA if such delay or failure results from events, beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood or storm. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, the Party not affected may terminate this EULA by giving thirty (30) days' written notice to the other Party.

14.7 Third Party Rights: No one other than a Party to this EULA, their successors and permitted assignees, shall have any right to enforce any of its terms, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.8 Notices: Any notice given to a Party under or in connection with this contract shall be in writing and shall be deemed to have been received: (i) if delivered by hand at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and (iii) if sent by fax or email, at 9.00 am on the next Business Day after transmission.

14.9 Governing Law and Jurisdiction: This EULA and any disputes or claims arising out of or in connection

with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the state of Delaware, USA, and the Parties hereby submit to the exclusive jurisdiction of Delaware courts.

SCHEDULE 1

Pelco Software Accuracy Warranty

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Schedule.

1.1 Definitions:

"Claim" means a claim submitted by the End User pursuant to this Warranty for any Covered Losses.

"Covered Losses" means any damage to, or loss of, any End User property located at a Covered Site caused by a human intruder, arising solely and directly from a Missed Alarm. Covered Losses does not include any Excluded Losses.

"Covered Site" means any site within the Territory detailed in the Purchase Order or notified to Pelco by the End User from time to time in writing, which is covered by the Services.

"Excluded Losses" has the meaning given in paragraph 3.1.

"Minimum Configuration Parameters" has the meaning given in paragraph 4.1.

"Missed Alarm" means a True Alarm which has not been notified to the End User due to the failure of the Software to detect a human intruder or moving vehicle captured on CCTV with Minimum Configuration Parameters which is transmitted to the Pelco server via SMTP by the End User.

"True Alarm" means an alarm which has been notified to the End User where a human intruder or moving vehicle is captured on CCTV with Minimum Configuration Parameters which is transmitted to the Pelco server via SMTP by the End User.

2. WARRANTY

2.1 For the duration of this EULA and subject to the limitations, exclusions and conditions in this Warranty, Pelco shall pay the End User the cost of repair or replacement of any lost or damaged End User property which is the subject of a valid Claim.

2.2 The End User shall use all reasonable endeavors to recover any amount of Covered Losses first from a source other than Pelco, including payment directly from the responsible third party and amounts recoverable under any insurance policy, warranty or indemnity. This Warranty does not constitute insurance or an insurance contract.

3. LIMITATIONS AND EXCLUSIONS

3.1 Pelco shall not be liable for any of the following losses:

- (a) loss of profits;
- (b) loss of business or business interruption;
- (c) depletion of goodwill and/or similar losses;
- (d) loss or corruption of data or information;
- (e) pure economic loss;
- (f) special, indirect or consequential loss, costs, damages, charges or expenses;
- (g) loss caused by any employee, agent, contractor or representative of the End User;
- (h) loss caused as a result of the Services being unavailable as a result of planned downtime for the Services as notified to the End User;
- (i) loss caused as a result of the Services being unavailable caused by circumstances beyond Pelco's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Pelco employees), denial-of-service attacks, third-party Internet or cloud service provider failures or delays, or third party applications,

(Excluded Losses).

- 3.2 The Claim amount will be the lesser of the cost of replacement or repair of the lost or damaged property calculated on the date of the Claim.
- 3.3 Pelco's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise in respect of each Claim shall be limited to the greater of: (i) total Fees paid by the End User in respect of the Covered Site(s) to which the Claim relates for the twelve (12) month period immediately preceding the date on which the Claim arose; and (ii) \$25,000.
- 3.4 Any amount relating to a Claim payable by Pelco pursuant to this Warranty shall be reduced by the amount already paid to the End User by any third party responsible for causing the Covered Losses or any amounts recoverable under any insurance policy, warranty or indemnity.
- 3.5 For the avoidance of doubt, clause 11 of the EULA shall equally apply in respect of each and every Claim made by the End User pursuant to this Warranty.

4. END USER DEPENDENCIES

- 4.1 The effectiveness of the Software is dependent upon certain configuration parameters. The End User shall be responsible for ensuring the following configuration parameters are met:
- (a) **Camera Placement** - object of interest must cover >5% of the screen height;
 - (b) **Camera Type** – the Software currently supports images from a single lens camera only;
 - (c) **Alarm images** – minimum of 3 images per alarm
 - (d) **Shutter Speed** – minimum shutter speed of 1/100;
 - (e) **Image Resolution** – the camera resolution must have a minimum of 640x480 megapixels unless Videofied;
 - (f) **Lux Level** – minimum lux level of 3;
 - (g) **Visibility** – the object of interest must not be distorted or obscured from view (including as a result of any foreign objects or adverse weather conditions);
 - (h) **Hardware** – the CCTV or surveillance cameras must be operating correctly and transmitting footage to the Pelco server via SMTP in real time,

(Minimum Configuration Parameters).

- 4.2 Pelco shall not be liable for any losses to the extent the Minimum Configuration Parameters have not been met.
- 4.3 The End User shall be responsible for evidencing the value and ownership of any property included within any Claim.

5. CONDITIONS OF CLAIM

- 5.1 In order to process a Claim, the End User shall submit to Pelco the following information:
- (a) details of the facts and circumstances of the Claim, including the date, time and cause of the incident and the CCTV or surveillance cameras in operation;
 - (b) CCTV footage relevant to the Claim;
 - (c) activity logs relating to use of the Services relevant to the Claim and evidence that the Missed Alarm resulted in the lost or damaged property;
 - (d) evidence of ownership (or legal responsibility) of the damaged or lost property and evidence of the value (and replacement or repair costs) of the damaged or lost property;
 - (e) crime reference number and police report of the incident;
 - (f) details of any accused or alleged responsible parties of the lost or damaged property;
 - (g) evidence that the Minimum Configuration Parameters have been met;
 - (h) any further information reasonably requested by Pelco,

and the End User warrants that all such information shall be complete, accurate and not misleading.

- 5.2 All Claims must be submitted within 14 days of the incident from which the Claim arose to the following address: support@calipsa.io . The End User waives all rights to submit a Claim after this period.
- 5.3 Pelco and/or its insurers reserve the right to independently investigate any Claim (including the right to review any CCTV footage and End User Data related to the Claim) and the End User shall provide Pelco and/or its insurers with any further information reasonably requested to properly evaluate the Claim.
- 5.4 The End User shall cooperate with Pelco in the process of recovering the amount of any Claim from any other party. Pelco and its insurer reserve the right to subrogate against any person or entity in respect of any Claim and the End User hereby agrees to assist in and cooperate fully with Pelco regarding any and all efforts at subrogation, including assigning any rights and remedies to recover any amounts relating to a Claim from the responsible third party.
- 5.5 The End User hereby releases and holds harmless Pelco, its insurers and all officers, directors, employees, contractors and agents of Pelco from any further liability or obligations in respect of any Claim upon payment by Pelco to the End User of the Covered Losses in accordance with this Warranty.