

MARCH NETWORKS

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ISSUING AN ORDER TO ACCESS MARCH NETWORKS VIDEO SURVEILLANCE AS A SERVICE (VSAAS) OR CLOUD SERVICES, SUBSCRIBER AGREES TO THESE TERMS OF SERVICE.

These Terms of Service constitute an agreement (this "Agreement") by and between March Networks (as defined below) and the corporation, LLC, partnership, sole proprietorship, or other business entity executing the order for cloud based Service(s) ("Subscriber"). Subscriber's use of and March Networks' provision of March Networks' System and March Networks Technology (each as defined below in Section 1.1) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON EXECUTING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON SUBSCRIBER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUBSCRIBER TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS & LOCATIONS.

1.1. Definition. The following capitalized terms will have the following meanings whenever used in this Agreement.

- (a) "Activation Date" means the later of the date March Networks informs Subscriber that the applicable elements of the System are available or the On-premise Components (if applicable) have been shipped.
- (b) "Applicable Laws" means laws and regulations that relate to or impact in any way the Services and deliverables that are the subject of this Agreement including but not limited to Privacy/Security Laws.
- (c) "Biometric Identifier" means video, photographs or other forms of facial visual likeness used or that can be used to identify a natural person as defined and as consistent with Applicable Law.
- (d) "AUP" means March Networks' acceptable use policy posted at <https://www.marchnetworks.com/acceptable-use-policy/>.
- (e) "CES" means March Networks' video management software-as-a-service platform, which enables a customer to update settings and manage a network of video recorders.
- (f) "Chartered Equipment" means the hardware components listed in an Order to be provided by March Networks to the Customer for its installation and use on a subscription term basis in accordance with Section 3.3(b) and the Chartered Equipment Rider when applicable.
- (g) "Cloud Components" means components of the System or added to the System that an Order calls on March Networks to host (directly or indirectly) for Subscriber's use. For clarity, Cloud Components do not include Professional Services or On-Premise Components but do include CES, if applicable, and other hosted application Services shown on the Order.
- (h) "Command Client Software" means the software installed on the Users' personal workstations used to login to certain Systems.
- (i) "Command Mobile App" or "Mobile Plus App" means March Networks' software for mobile devices.
- (j) "Client Installed Software" means the Command Client Software, Command Mobile App and Mobile Plus App, along with any other March Networks software installed on Users' personal computers, workstations or mobile devices.
- (k) "CSP" means a business authorized by March Networks to market, sell and/or support certain March Networks products and services, including the System.
- (l) "Documentation" means March Networks' standard manual related to use of the System, Services and/or Chartered Equipment, as well as the material at <https://www.marchnetworks.com/software-downloads/> or any successor website, as such material may change from time to time.
- (m) "March Networks" means:
 - (i) if U.S. Terms apply to this Agreement (as defined in Section 1.2, *Location*): March Networks, Inc., a Delaware corporation, with its principal offices at The Pinnacle Building, 3455 Peachtree Road North East, 5th Floor Atlanta, Georgia 30326;
 - (ii) if Canada Terms apply to this Agreement (as defined in Section 1.2, *Location*): March Networks Corporation, a Canadian corporation, with its principal offices at Suite 200, 303 Terry Fox Drive, Ottawa, Ontario, K2K 3J1;
 - (iii) if Europe Terms apply to this Agreement (as defined in Section 1.2 *Location*): March Networks S.r.l., a corporation incorporated under the laws of Italy, with its principal offices at Via Lavoratori Autobianchi 1/23, Desio, Milano, Italy;
 - (iv) if UK Terms apply to this Agreement (as defined in Section 1.2 *Location*): March Networks Limited, a corporation incorporated under the laws of the United Kingdom, with its principal offices at 3rd Floor Broadgate Tower 20 Primrose Street London EC2A 2RS United Kingdom;
 - (v) if Australia Terms apply to this Agreement (as defined in Section 1.2, *Location*): March Networks (Australia) Pty Limited, a Victoria, Australia corporation, with its principal offices at Unit 7, 65 Doody Street, Sydney Corporate Park, Alexandria, NSW 2015, Australia;
 - (vi) if Mexico Terms apply to this Agreement (as defined in Section 1.2 *Location*): March Networks de Mexico, S.A. de C.V., a Mexican corporation, having a place of business at Paseo de los Laureles No. 458-203, Bosques de las Lomas, Cuajimalpa, CDMX, Mexico, C.P. 05120; or
 - (vii) if MEA Terms apply to this Agreement (as defined in Section 1.2 *Location*): March Networks Corporation (DMCC Branch), registered in Dubai, with its principal office at Unit 3010 Jumeirah Bay Tower X2 Jumeirah Lake Towers P.O. Box 634387 Dubai, United Arab Emirates.
- (n) "March Networks Technology" means, collectively, the System and On-Premise Components and Cloud Components.
- (o) "On-Premise Components" means Chartered Equipment, if any, and software components that March Networks provides for Subscriber's installation and use solely with the System, to enable or enhance the features and functionality of the System. For clarity, On-Premise Components do not include Cloud Components.
- (p) "Order" means an order from Subscriber placed with a CSP or directly with March Networks for access to the System or for the provision of Services or Chartered Equipment, where applicable.
- (q) "Personally Identifiable Information," "Personal Data" or "Personal Information" or "PII" means information that can be traced to an identified or identifiable natural person, as these terms are defined in Applicable Laws, including Biometric Identifiers.
- (r) "Privacy Policy" means March Networks' privacy policy, currently posted at <https://www.marchnetworks.com/public-privacy-policy/>.
- (s) "Privacy/Security Law" means privacy and security and data protection laws governing the parties' collection, processing, use, disclosure and deletion of Subscriber Data

(if any), including but not limited to any data privacy, data security, and data protection law, directive, regulation, order, or rule of any United States federal or State legislature or agency, including without limitation the California Consumer Privacy Act, the California Privacy Rights Act of 2020 ("CPRA"), the Colorado Privacy Act, the Illinois Biometric Information Privacy Act, the Texas Biometric Privacy Law, the Virginia Consumer Data Protection Act ("CDPA") and the General Data Protection Regulations ("GDPR"). Nothing herein concedes the applicability of any Privacy/Security Law to Subscriber, March Networks, the Services, or a particular consumer or data subject.

- (t) "Professional Services" means installation, configuration, on-site support and maintenance, incident reporting, site surveys and engineering services.
- (u) "Services" means the services listed in the Order and such other services as the parties may agree to be performed from time to time, including Professional Services, Cloud Components of the System, Chartered Equipment and managed services.
- (v) "Subscriber Data" means all information processed or stored through the System by Subscriber or on Subscriber's behalf, including by Subscriber's Users. Subscriber Data may include but is not limited to Personally Identifiable Information, video, Biometric Identifiers and point of sale information.
- (w) "System" means the March Networks' software as a service offering listed in the Order, as described in the applicable March Networks published product datasheet available at <http://www.marchnetworks.com/SaaSServices/>.
- (x) "Term" is defined in Section 12.1 below.
- (y) "User" means any individual who uses the System on Subscriber's behalf or through Subscriber's account or passwords, whether authorized or not.

1.2. Location. As used herein: (a) "U.S. Terms" apply to this Agreement if the Order lists Subscriber's address in the United States; (b) "Canada Terms" apply to this Agreement if the Order lists Subscriber's address in Canada, Latin America (excluding Mexico) or Asia; (c) "Europe Terms" apply to this Agreement if the Order lists Subscriber's address in the European Union; (d) "UK Terms" apply to this Agreement if the Order lists Subscriber's address in the United Kingdom. (e) "Australia Terms" apply to this Agreement if the Order lists Subscriber's address in Australia or New Zealand; (f) "Mexico Terms" apply to this Agreement if the Order lists Subscriber's address in Mexico; and (g) "MEA Terms" apply to this Agreement if the Order lists the Subscriber's address in Africa, the Middle East, South Asia.

1.3. Including. As used herein, the term "including" refers to a partial set (subset) of the subject in question and does not restrict such subject in any way.

1.4. Notice to Resellers and Distributors: In the case of resellers and distributors, the "Agreement" shall mean these Terms of Service as applicable, together with and subject to the Certified Solution Provider (CSP), Mobile Solution Provider (MSP), or distribution agreement, as applicable between March Networks and the reseller/distributor. Resellers and distributors agree as a condition of the right to purchase and resell March Networks Services, to ensure the pass through of these Terms of Service to Subscribers.

2. THE SYSTEM.

2.1. Use of the System. During the Term, March Networks shall make the System available to Subscriber and Subscriber may access and use the System, pursuant to: (a) the terms of any outstanding Order, including such features and functions as the Order requires and subject to such usage limits set out in the Order and/or March Networks published product descriptions; and (b) March Networks' policies posted on its Website at www.marchnetworks.com, as such policies may be updated from time to time. March Networks may revise System features and functions at any time, including by removing such features and functions. March Networks may change the means and methods of delivery of the System, including support services, and may upgrade, update, and otherwise modify the software used to provide the System and any additional Cloud Components and On-Premise Components, at its sole discretion; provided March Networks gives Subscriber reasonable notice of changes to On-Premise Components if (a) they materially reduce features or functionality provided pursuant to an outstanding Order or (b) they require Subscriber to download or install upgrades or updates to On-Premise Components.

2.2. Documentation: Subscriber may reproduce and use the Documentation solely as necessary to support Users' use of the System.

2.3. User Terms. March Networks may require that any User execute a separate user agreement to access the System.

3. PROVISION AND USE OF SERVICES AND ON-PREMISE COMPONENTS

3.1. Services. March Networks will provide the Services to the Subscriber in accordance with the terms of this Agreement and the Documentation in a good, diligent and professional manner consistent with industry standards. Subscriber will use the Services in accordance with the terms of this Agreement and solely for its own internal business purposes.

3.2. Professional Services. March Networks may provide Professional Services (if ordered), and Subscriber will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services.

3.3. Access and License. March Networks' obligations below in this Section 3 are subject to Subscriber's payment of all applicable Fees.

3.3.1. Access to Cloud Components. During the Term, March Networks shall make the Cloud Components available to Subscriber, and Subscriber may access and use the Cloud Components pursuant to the terms of any outstanding Order, including such features and functions as the Order requires and subject to any usage limits set out in the Order and/or Documentation.

3.3.2. License to On-Premise Components. Subject to the terms set forth below in this Subsection 3.3(b), March Networks hereby grants Subscriber during the Term a nonexclusive license to install and use the On-Premise Components, in such quantities as are set forth on the applicable Order, as necessary for Subscriber's internal business purposes and solely with or as a component of the System. Such internal business purposes do not include use by any parent, subsidiary, or affiliate of Subscriber, or any other third party, and Subscriber shall not permit any such use. In addition, Subscriber must comply with the restrictions on usage rights set forth in the Order and the terms of the applicable End User License Agreement ("EULA") accompanying an On-Premise Component and available at <https://www.marchnetworks.com/legal/>, and where applicable the Chartered Equipment Rider.

3.3.3. Chartered Equipment. Where an Order includes Chartered Equipment, the charter terms and conditions are set out under the Chartered Equipment Rider.

3.4. Subscriber and User Devices. March Networks will have no responsibility or liability for any failure of the System resulting from interaction between the Command Client, Mobile App or Mobile Plus APP Software and any Subscriber device or third-party software installed on a Subscriber device.

3.5. Purchased Equipment. Subscriber owned equipment purchased rather than Chartered from March Networks is subject to the March Networks Terms and Conditions of Sale available at <https://www.marchnetworks.com/documents/terms-and-conditions-of-sale> and is not covered by these Terms of Service, even if such equipment is used in connection with the System.

4. FEES. Subscriber shall pay the fees set forth in the Order (collectively, the "Fees") for use of the System as of the Activation Date (the "Subscription Fee(s)") and for any Professional Services (the "Professional Services Fee").

4.1. Invoices. Subscription Fees shall be invoiced on or around the Activation Date and paid annually or such other intervals as mutually agreed under an Order accepted by March Networks. Professional Services Fees shall be invoiced monthly in arrears unless otherwise set out in an Order accepted by March Networks. Payment is due net 30 days from the invoice date.

4.2. Suspension. If Subscriber's account is more than 30 days overdue, in addition to any other remedies March Networks may have, March Networks may suspend Subscriber's access to the System or terminate this Agreement, in each case immediately and without notice or opportunity to cure, notwithstanding the provisions of Section 12.2 below (Termination for Cause).

4.3. No Refunds. March Networks will not be required to refund Fees under any circumstances.

4.4. CSP Replacement. March Networks may replace any CSP at any time and for any reason, in its sole discretion, subject only to applicable law. In addition, Subscriber hereby consents to the assignment of any Order(s) placed with a CSP acting as a reseller, along with associated payment obligations, in the event the CSP is no longer an authorized reseller for March Networks for any reason. In such event the payment obligations for the Subscription Fees may be assigned to March Networks or an alternative CSP, at March Networks' discretion upon notice to the Subscriber.

4.5. Audit. During the Term and for twelve (12) months thereafter, March Networks may audit Subscriber's use of the System on ten (10) days' advance written notice. Subscriber shall cooperate with the audit, including by providing access to any books, records, computers, or other information that relate or may relate to use of the System. Subscriber may designate any such books, records, computers, or other information as Confidential Information pursuant to Section 8 (Confidential Information). March Networks may employ a third party auditor to perform the audit, provided such third party executes a nondisclosure agreement with Subscriber with terms no less protective of Subscriber than those of Section 8 (Confidential Information). Such audit may not unreasonably interfere with Subscriber's business activities, and Subscriber is not required to cooperate with an audit more than once per calendar year. March Networks shall give Subscriber a written summary of any audit that finds unauthorized exploitation of the System, and March Networks may choose whether to grant Subscriber a license for unauthorized On-Premises Components or to require deletion. Subscriber shall reimburse March Networks for the Subscription Fees corresponding to the unauthorized use of the System. In addition, If Subscriber has accessed, used, reproduced, distributed, or otherwise exploited On-Premises Components of the System in excess of 5% of the copies, seats, or fees that would have applied to authorized use, Subscriber shall reimburse March Networks for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as March Networks may have.

5. SUBSCRIBER DATA & PRIVACY.

5.1. Use of Subscriber Data. March Networks may collect, use, process, audit and store information about Subscriber, its Users, and their use of the March Networks Technology and transfer such information outside of the jurisdiction where Subscriber is located. Subscriber grants to March Networks and its third party service providers a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to use the Subscriber Data for the purposes of (i) providing and improving the Services; (ii) analyzing, aggregating and preparing reports and recommendations and other outputs; and (iii) providing aggregate and anonymous metadata generated as a result of Subscriber's use of the Services to third parties. Except as expressly permitted by Subscriber, March Networks shall not: (a) access, process, or otherwise use Subscriber Data other than as necessary to facilitate the March Networks Technology; or (b) give Subscriber Data access to any third party, except March Networks' subcontractors that have a need for such access to facilitate the March Networks Technology and are subject to a reasonable written agreement governing the use and security of Subscriber Data. Further, March Networks: (c) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Subscriber Data. Notwithstanding the foregoing, March Networks may disclose Subscriber Data as required by applicable law or by proper legal or governmental authority. March Networks shall give Subscriber prompt notice of any such legal or governmental demand and reasonably cooperate with Subscriber in any effort to seek a protective order or otherwise to contest such required disclosure, at Subscriber's expense. Subscriber recognizes and agrees that it (and not March Networks) is responsible for compliance with any law, including Privacy/Security Laws, that is not applicable both specifically to March Networks and generally to data processors in the jurisdictions in which March Networks does business and operates physical facilities. Subscriber acknowledges and agrees that March Networks has no obligation to monitor the use of the Service but has the right to do so to ensure compliance with these Terms of Service, or to comply with any law, order, or requirement of any court or government authority in any country.

5.2. Privacy Policy. Subscriber acknowledges March Networks' Privacy Policy <https://www.marchnetworks.com/public-privacy-policy/> and recognizes and agrees that nothing in this Agreement restricts March Networks' right to alter such Privacy Policy. The Privacy Policy applies only to the System and does not apply to any third party website or service linked to the System or recommended or referred to through the System or by March Networks' staff.

5.3. Risk of Exposure, Accuracy & Deletion. Subscriber recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the March Networks Technology and Professional Services, Subscriber assumes such risks. Subscriber is solely responsible for maintaining and protecting its data. March Networks offers no representation, warranty, or guarantee that Subscriber Data will not be exposed or disclosed through errors or the actions of third parties. Further Subscriber acknowledges and agrees that: (a) March Network may overwrite and delete Subscriber Data or cap data storage any time Subscriber exceeds the data capacity set forth in the Order or product documentation; and (b) retention of Subscriber Data is not guaranteed, regardless of whether deletion or loss results from overwriting. March Networks will have no responsibility or liability for any loss, corruption or the and/or accuracy of data uploaded to or stored in March Networks Technology or provided through Services, including Subscriber Data and any other data uploaded by Users, or for any costs or expenses associated with backing up or restoring data. March Networks may permanently erase Subscriber Data if Subscriber's account is delinquent, suspended, or terminated for 30 days or more.

5.4. Personal Information: Subscriber represents and warrants that Personal Information transferred by Subscriber or at Subscriber's direction to March Networks has been and will be collected, used, shared, disclosed and otherwise processed in accordance with Applicable Laws, including Privacy/Security Laws. Subscriber represents and warrants that it is solely responsible for obtaining and that it has obtained all consents and permissions to collect, process, use and disclose Personal Information as required by Applicable Laws including Privacy/Security Laws. March Networks shall only process the Personal Information as needed to provide the Services, or as required or permitted by law in the jurisdiction where the Services are performed as set forth in the Service Provider Addendum or Data Processor Addendum, as applicable. To the extent that Subscriber uses the System and/or Service to collect Personal Information about individuals resident outside Canada or the United States, Subscriber represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to March Networks regarding the processing to be performed will be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the System and/or Services to collect any sensitive data elements (or special categories of data), Subscriber will comply with any additional requirements for the processing of these data elements; and (v) it will comply with all individual rights of access, correction, or deletion and respond to any individual or regulatory inquiries relating to such Personal Information.

5.5. Service Provider Addendum / Data Processing Addendum. Where recommended or required by law in Subscriber's jurisdiction, Subscriber may request the parties execute March Networks standard Service Provider Addendum or Data Processing Addendum by sending such request via email to Legal1@marchnetworks.com.

5.6. Only for Subscribers located in the U.S.A. The parties recognize and agree that the applicable Service Provider Addendum (SPA) (available at the following link: <https://www.marchnetworks.com/SPA/>) (a) governs Subscriber Data related to individuals or households in the United States of America and (b) applies only to such Subscriber Data and not to any of the parties' other rights or duties pursuant to this Agreement.

5.7. Only For Subscribers located in the EEA. The parties recognize and agree that the EU/EEA Data Processing Addendum (available at the following link <https://www.marchnetworks.com/DPA/>) (a) governs Subscriber Data related to individuals or households in the European Economic Area and (b) applies only to such Subscriber Data and not to any of the parties' other rights or duties pursuant to this Agreement. The Subscriber hereby grants March Networks (and its affiliates) any authorization and power to subcontract, wholly or in part, the provision of the Service and the processing of the Subscriber Data, including Personal Information, to any of its subcontractors, including those established outside the EEA, as well as to replace any of them at its sole discretion and at any time. March Networks will select its subcontractors with commercially reasonable care amongst those offering safeguards for Subscriber Data and Personal Information, and will enter into relevant contracts with them in order to afford Subscriber Data and Personal Information a degree of protection, which is substantially equivalent to that offered under this Agreement. Insofar as possible, March Networks will instruct any of its subcontractors to process Subscriber Data and Personal Information in facilities located in the EEA and subject to EU Privacy/Security Laws or in countries that ensure an adequate level of protection under the EU/EEA Privacy/Security Laws. Where the processing involves a transfer of personal data outside of the EU or EEA, Subscriber confers on March Networks (and its affiliates) a full and irrevocable mandate with representation power to complete all actions or transactions which are necessary to transfer the data

outside of the EU or EEA, including without limitation by entering, also in Subscriber's name and on Subscriber's behalf, into the relevant standard contractual clauses (the "SCCs") approved by the European Commission from time to time, with its subcontractors located outside the EEA or which process, even partly, Subscriber Data and Personal Information outside the EEA. March Networks can decide at its sole discretion to use or not, and to what extent, such mandate provided by the Subscriber. The Subscriber relieves anyhow March Network (and its affiliates) from any liability to the maximum legal extent. Where March Networks executes the SCCs under the mandate provided by the Subscriber, for the purposes of the SCCs the Subscriber will qualify as the "data exporter" whereas the subcontractor will qualify as the "data importer". Whenever possible and in alternative to the foregoing, March Networks will facilitate the direct execution of the SCCs between the Subscriber and the relevant subcontractors. The Subscriber will be informed in case of any relevant modifications to March Networks' chain of subcontractors with reasonable advance, thus giving the Subscriber the time to object to the intended change. In case of objection, the parties will endeavor to find an alternative, which is commercially reasonable; should they fail to find an agreement, the Subscriber or March Networks may terminate this Agreement by written notice. The Subscriber acknowledges that the termination by the Subscriber of this Agreement under this clause 5.7. will be treated as "Early Termination for Convenience" according to Article 12.3 of this Agreement. Furthermore, March Networks holds the right to terminate this Agreement in any case at its sole discretion if it considers itself unable to comply with any instruction of the Subscriber and/or any provision or interpretation of the Privacy/Security Laws and/or otherwise considers itself to be unable to comply with any other obligation or requirement concerning the processing of the Personal Information. In case of termination of this Agreement, March Networks will return to Subscriber all Subscriber Data and Personal Information, unless it is necessary to keep them to fulfil a legal obligation or to establish, exercise or defend a legal claim or there is another legitimate ground for retention.

5.8. Subscriber is aware and acknowledges and agrees that, in order to perform the Services, March Networks has entered into the AWS Customer Agreement (available at the following link: <https://aws.amazon.com/agreement>) and the AWS Service Terms (available at the following link: <https://aws.amazon.com/service-terms/>) as well as of all the documentation contained by reference therein. Subscriber agrees to collaborate with March Networks for compliance with the obligations therein and to take all the actions necessary to comply with the rights of AWS. March Networks commits to use commercially reasonable effort to elect the use of the reasonable features and functionalities provided by AWS as necessary to comply with the applicable Privacy/Security Laws where Services are performed.

5.9. **Additional Fees.** Subscriber recognizes and agrees that March Networks may charge additional fees (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Subscriber requests to help comply with Privacy/Security Laws.

5.10. **Excluded Data.** Subscriber represents and warrants that Subscriber Data does not and will not include, and Subscriber has not and shall not upload or transmit to March Networks Technology or other March Network computers or media any data ("**Excluded Data**") regulated pursuant to Payment Card Industry Data Security Standard (PCI DSS), identifiable financial information service pursuant to the Gramm-Leach-Bliley Act, or other financial privacy regulations (the "**Excluded Data**"). SUBSCRIBER RECOGNIZES AND AGREES THAT: (a) MARCH NETWORKS HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA OR RELATED REGULATIONS OR STANDARDS, OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) MARCH NETWORKS' SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5.11. **De-Identified Data.** Notwithstanding the provisions above of this Article 5, March Networks may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including aggregated with data from other customers. ("De-Identified Data" refers to Subscriber Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Subscriber.)

6. SUBSCRIBER'S RESPONSIBILITIES & RESTRICTIONS.

6.1. **Acceptable Use.** Subscriber shall comply with the AUP. Subscriber shall not: (a) use the March Networks Technology or Services for service bureau or time-sharing purposes or in any other way allow third parties to exploit the March Networks Technology or Services; (b) provide March Networks Technology passwords or other log-in information to any third party; (c) share non-public March Networks Technology features or content with any third party; (d) access or use March Networks Technology or Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of March Networks Technology, or to copy any ideas, features, functions or graphics of March Networks Technology or Services; or (e) use March Networks Technology with a non-March Networks video recording platform or other equipment not approved in writing by March Networks. If it suspects any breach of the requirements of this Section 6.1, including by Users, March Networks may suspend Subscriber's access to the System without advanced notice, in addition to such other remedies as March Networks may have. Neither this Agreement nor the AUP requires that March Networks take any action against Subscriber or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but March Networks is free to take any such action it sees fit.

6.2. **Unauthorized Access.** Subscriber shall take reasonable steps to prevent unauthorized access to the March Networks Technology, including by protecting its passwords and other log-in information. Subscriber shall notify March Networks immediately of any known or suspected unauthorized use of March Networks Technology or breach of its security and shall use best efforts to stop said breach.

6.3. **Compliance with Laws.** In its use of the System, Services, and/or March Networks Technology, Subscriber shall comply with all Applicable Laws, including laws and regulations governing the protection of Personally Identifiable Information and other laws applicable to the protection of Subscriber Data, privacy and use of video surveillance and Biometric Identifiers. Subscriber agrees to obtain, and represents that it has obtained or will obtain, all applicable consents, permits and licenses necessary for the use of System, Services and/or March Networks Technology and to provide all notices required by Applicable Laws.

6.4. **Users & System Access.** Subscriber is responsible and liable for: (a) Users' use of March Networks Technology and Services, including unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Subscriber; and (b) any use of March Networks Technology or Services through Subscriber's account, whether authorized or unauthorized.

6.5. **Internet Connectivity.** Subscriber recognizes and agrees that: (a) certain network infrastructure is necessary to make full use of March Networks Technology ("**Network Infrastructure**"); (b) March Networks does not provide or maintain Subscriber's Network Infrastructure; (c) Internet access at reasonable speeds (as recommended by March Networks) is necessary to use March Networks Technology; and (d) March Networks does not provide Internet access. March Networks is not responsible or liable for any failure of March Networks Technology related to Network Infrastructure or Internet access. Subscriber recognizes and agrees that System performance will vary based on Subscriber's usage of March Networks Technology and Subscriber's Network Infrastructure and Internet speeds. March Networks has no responsibility or liability pursuant to this Agreement for any equipment Subscriber uses in conjunction with the System.

7. IP & FEEDBACK.

7.1. **IP Rights to the System.** March Networks retains all right, title, and interest in and to March Networks Technology and Services, including all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Subscriber any intellectual property license or rights in or to the System or any other March Networks Technology. Without limiting the generality of the foregoing, Subscriber receives no license to any software used to run the System, except as applicable for the On-Premise Components, and Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of these or any other On-Premise Components or other elements of the System. Subscriber recognizes that March Networks Technology and its components are protected by copyright and other laws.

7.2. **Feedback.** March Networks has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Subscriber or Users provide to March Networks, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict March Networks' right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or the User in question. Feedback will not be considered a trade secret of Subscriber or its

Confidential Information. ("Feedback") refers to any suggestion or idea for improving or otherwise modifying March Networks Technology, Services, or any of March Networks' other products or services.)

8. CONFIDENTIAL INFORMATION.

8.1. "Confidential Information" refers to the following items that one party, including in the case of March Networks any of its CSPs ("Disclosing Party") discloses to the other party ("Receiving Party"): (a) any document Disclosing Party marks or orally designates "Confidential"; (b) prices charged for Disclosing Party's services or products and any marketing plans or strategies related to either; and (c) any other nonpublic, sensitive information Disclosing Party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Receiving Party's possession at the time of disclosure; (ii) is independently developed by Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Receiving Party's improper action or inaction; or (iv) is approved for release in writing by Receiving Party. Receiving Party is on notice that the Confidential Information may include Disclosing Party's valuable trade secrets.

8.2. Nondisclosure. Receiving Party shall not use Confidential Information for any purpose other than providing or using the System, as applicable (the "Purpose"). Receiving Party: (a) shall not disclose Confidential Information to any employee or contractor of Receiving Party unless such person needs access in order to facilitate the Purpose and has executed a nondisclosure agreement with terms no less restrictive than those of this Article 8; and (b) shall not disclose Confidential Information to any other third party without Disclosing Party's prior written consent. Without limiting the generality of the foregoing, Receiving Party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Receiving Party shall promptly notify Disclosing Party of any misuse or misappropriation of Confidential Information that comes to Receiving Party's attention. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Receiving Party shall give Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense.

8.3. Injunction. Receiving Party agrees that: (a) no adequate remedy may exist at law if it breaches any of its obligations in this Article 8; (b) it would be difficult to determine the damages resulting from its breach of this Article 8, and such breach may cause irreparable harm to Disclosing Party; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Disclosing Party prove actual damage or post a bond or other security. (This Section 8.3 does not limit either party's right to injunctive relief for breaches not set forth in this Section.)

8.4. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.2 above (Nondisclosure) will terminate 3 years after the date of disclosure; provided that such obligations related to Confidential Information constituting Disclosing Party's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. In the event of termination of this Agreement, Receiving Party shall, upon written request from the Disclosing Party, return all copies of Confidential Information to Disclosing Party or certify, in writing, the destruction thereof.

8.5. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Disclosing Party shall retain all right, title, and interest in and to all its Confidential Information.

8.6. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), each party is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

8.6.1. Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.6.2. Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Subscriber. Subscriber represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law; and that it has obtained or will obtain all consents and provided or will provide all notices required by Applicable Laws with regard to its use of the Services.

9.2. Warranty Disclaimers. SUBSCRIBER ACCEPTS THE MARCH NETWORKS TECHNOLOGY AND THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) MARCH NETWORKS HAS NO OBLIGATION TO INDEMNIFY OR DEFEND SUBSCRIBER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) MARCH NETWORKS DOES NOT REPRESENT OR WARRANT THAT MARCH NETWORKS TECHNOLOGY OR SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) MARCH NETWORKS DOES NOT REPRESENT OR WARRANT THAT MARCH NETWORKS TECHNOLOGY OR SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT SUBSCRIBER DATA WILL REMAIN PRIVATE OR SECURE. Without limiting the generality of the foregoing, Subscriber recognizes and agrees that March Networks may make the System unavailable for maintenance without incurring liability.

10. INDEMNIFICATION. Subscriber shall defend, indemnify, and hold harmless March Networks and its Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding or investigation or proceeding brought by a governmental agency arising out of or related to Subscriber's alleged or actual use of, misuse of, or failure to use the March Networks Technology or Services, including but not limited to: (a) claims by Users or by Subscriber's employees, as well as by Subscriber's own customers, including but not limited to claims that Personal Information and/or Excluded Data was collected, processed, used and disclosed without consent or provision of notice required by Applicable Laws; (b) claims that use of March Networks Technology or Services violates a third party's right to privacy or any related rights, including claims related to unauthorized recording of persons, whether or not such recording violates the Applicable Law; (c) claims related to unauthorized disclosure or exposure of Personally Identifiable Information or other private information, including information in Subscriber Data and/or Excluded Data; (d) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the March Networks Technology through Subscriber's account, including by Subscriber Data; and (d) claims that use of the March Networks Technology through Subscriber's account harasses, defames, or defrauds a third party or otherwise violates Applicable Law. Subscriber's obligations set forth in this Article 10 include retention and payment of attorneys, payment of court costs and other reasonable expenses, as well as settlement at Subscriber's expense and payment of judgments. March Networks will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (March Networks' "Associates") are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11. LIMITATION OF LIABILITY.

11.1. Dollar Cap. AS PERMITTED UNDER APPLICABLE LAW, MARCH NETWORKS' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO MARCH NETWORKS FOR THE SYSTEM DELIVERED TO SUBSCRIBER HEREUNDER DURING THE 12 MONTHS PRECEDING THE INJURY GIVING RISE TO THE LIABILITY. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT.

11.2. Exclusion of Consequential Damages. AS PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MARCH NETWORKS BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE OR SPECIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS (INCLUDING BECAUSE OF UNAVAILABILITY OF MARCH NETWORKS' HOSTING PLATFORM OR ANY DATA BREACH FROM SUCH PLATFORM) ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11 APPLY: (a) TO LIABILITY FOR NEGLIGENCE AS PERMITTED BY APPLICABLE LAW; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF MARCH NETWORKS IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF SUBSCRIBER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Subscriber acknowledges and agrees that March Networks has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 11 and in Section 9.2 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Article 11, March Networks' liability will be limited to the maximum extent permissible. For the avoidance of doubt, March Networks' liability limits and other rights set forth in this Article 11 apply likewise to March Networks' Associates, as defined in Article 10 above (*Indemnification*) and its licensors, suppliers, advertisers, sponsors, employees, consultants, and other representatives.

12. TERM & TERMINATION

12.1. Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for the period set forth in the Order or, if none, until 60 months after the Activation Date. Thereafter, the Term will renew for successive 1-year periods, unless either party refuses such renewal by written notice sixty (60) or more days before the renewal date.

12.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by thirty (30) days written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach within such notice period.

12.3. Early Termination for Convenience. Subscriber may terminate this Agreement without cause via written notice to both CSP and March Networks, effective 30 days after March Networks' receipt of such notice, provided this Agreement and Subscriber's payment obligations hereunder will not terminate until Subscriber has paid all past due payments and the early termination fee. The early termination fee is equal to the remaining unpaid balance of the total Fees shown on the applicable Order(s).

12.4. Effects of Termination. Upon termination of this Agreement, Subscriber shall: (a) cease all use of the System; (b) delete, destroy, or return all copies of the Documentation and return On-Premise Components in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Subscriber to pay Fees incurred before termination; (b) Articles and Sections 1(Definitions and Locations); 1.4 (Fees); 7 (*IP & Feedback*), 8 (*Confidential Information*), 9.2 (*Warranty Disclaimers*), 10 (*Indemnification*), and 11 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. TEMPORARY TRIALS. Notwithstanding the foregoing, for the purposes of any no-charge trials and temporary proof of concept access to the System, the Term shall be three (3) months from the date March Networks activates Subscriber's access to the System ("Trial Term"). March Networks may terminate any Trial Term early for any reason with notice to the Subscriber. Upon expiration or termination of the Trial Term this Agreement and Subscriber's access to the System will be terminated unless the Trial Term is extended by March Networks or is converted to a paid subscription by Subscriber by issuing an Order and paying the applicable subscription fees. Notwithstanding anything in this Agreement to the contrary, any and all access to the System provided by March Networks at no charge is provided 'as is' and 'as available' with no warranty or representations made to Subscriber whatsoever. March Networks may delete any data, including Subscriber Data, associated with a no-charge trial or proof of concept at the end of the Trial Term.

14. MISCELLANEOUS

14.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

14.2. Notices. Notices to Subscriber shall be sent to the contact points listed in the Order, and Notices to March Networks shall be sent to the contact points listed below or to such others as March Networks may provide to Subscriber, in writing. Notices sent by email will be deemed given as of the date the email was properly addressed and transmitted. Notices sent by fax will be deemed given as of the date the fax was properly addressed and transmitted. Notices sent by mail shall be sent postage prepaid, certified or registered mail, return receipt requested, or sent by air express courier (e.g. DHL, Federal Express, etc.) charges prepaid, return receipt requested, and shall be deemed given on the date of receipt. March Networks' contact points are

E-mail: legal1@marchnetworks.com.

Fax: 1-613.591.5210

Mail: March Networks, Legal, 200-303 Terry Fox Dr., Ottawa, ON Canada, K2K 3J1.

14.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by epidemics, pandemic, acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control (together "Force Majeure Events") and the performing party provides notice of same within seventy-two (72) hours of its discovery of a Force Majeure Event

14.4. Assignment & Successors. Subscriber may not assign this Agreement or any of its rights or obligations hereunder without March Networks' express written consent. Except to the extent forbidden in this Section 14.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

14.5. Severability. To the extent permitted by Applicable Law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

14.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

14.7. Choice of Law & Jurisdiction: This Section 14.7 governs all claims arising out of or related to this Agreement, including tort claims. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).

14.7.1. If U.S. Terms apply to this Agreement, this Agreement shall be governed in accordance with the laws of the State of New York and applicable New York state and U.S. federal law without regard to conflicts of laws provisions that would apply the substantive laws of any other jurisdiction), and the federal and state courts located in New York County, State of New York will have exclusive jurisdiction over all matters arising hereunder.

14.7.2. If Canada Terms apply to this Agreement, this Agreement will be governed by the domestic laws of the Province of Ontario, Canada (excluding conflicts of laws provisions that would apply the substantive laws of any other jurisdiction), and the federal and provincial courts located in Ontario will have exclusive jurisdiction over all matters arising hereunder.

- 14.7.3. If Europe Terms apply to this Agreement, this Agreement shall be governed in accordance with the laws of Italy. The Milan Tribunal shall have exclusive jurisdiction over all matters arising hereunder.
- 14.7.4. If UK Terms apply to this Agreement, this Agreement shall be governed by the common laws of England (excluding its conflicts of laws provisions), and the courts of England shall have exclusive jurisdiction over all matters arising hereunder.
- 14.7.5. If Australia Terms apply to this Agreement, this Agreement shall be governed in accordance with the laws of the State of New South Wales, Australia (excluding its conflicts of laws provisions), and the courts of that State shall have exclusive jurisdiction over all matters arising hereunder.
- 14.7.6. If Mexico Terms apply to this Agreement, this Agreement shall be interpreted and construed in accordance with the laws of Mexico. For the interpretation and compliance of the obligations set forth herein, both parties submit to the jurisdiction and to the court of competent jurisdiction located in the Federal District.
- 14.7.7. If MEA Terms apply to this Agreement, this Agreement shall be governed by the common laws of England (excluding its conflicts of laws provisions), and the courts of England shall have exclusive jurisdiction over all matters arising hereunder.

14.8. Technology Export. Subscriber shall not: (a) permit any third party to access or use March Networks Technology in violation of any Applicable Law or regulation; or (b) export any March Networks Technology or otherwise remove it from the country of origin except in compliance with all Applicable Laws and regulations including but not limited to export laws and regulations. Without limiting the generality of the foregoing, Subscriber shall not permit any third party to access or use March Networks Technology in, or export such software or hardware to, a country subject to a United States embargo including, as of the Effective Date, Cuba, Iran, North Korea, the Crimea region of the Ukraine, and Syria.

14.9. Construction. In case of a conflict between this Agreement and any March Networks policy posted online, including the AUP, the terms of this Agreement will govern. In the event of a conflict or inconsistency within the Agreement components, the order of precedence shall be: (i) an SPA or DPA (if applicable), (ii) these Terms of Service with Chartered Equipment Rider, (iii) the reseller agreement (if any), and (iv) an Order. Notwithstanding Section 14.10 below (*Amendment*), and without limiting any other rights of March Networks, March Networks may revise the Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted; provided if such amendment materially reduces Subscriber's rights or protections, notice and consent will be subject to the requirements of Section 14.10 (*Amendment*). This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

14.10. Amendment. March Networks may amend this Agreement from time to time by posting an amended version at its Website and sending Subscriber written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Subscriber first gives March Networks written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Subscriber's next Term following the Proposed Amendment Date (unless Subscriber first terminates this Agreement pursuant to Article 12, *Term & Termination*). Subscriber's continued use of the March Networks Technology or Services following the effective date of an amendment will confirm Subscriber's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

CHARTERED EQUIPMENT RIDER

Subject to Subscriber's payment of applicable Subscription Fees, March Networks shall provide the Chartered Equipment required by the Order, if any. March Networks has no responsibility or liability pursuant to this Agreement for any equipment Subscriber uses in conjunction with the System, other than the Chartered Equipment, or for any other third party product or service. Unless otherwise defined hereunder, the capitalized terms used in this Rider shall have the same meaning as defined in the above Terms of Service that reference this Rider.

1. Charter. If an Order calls for Chartered Equipment, March Networks grants Subscriber an operating lease to the Chartered Equipment (the "Charter"), in accordance with the provisions of this Agreement.
 - 1.1. Ownership, Replacement, & Return. The Chartered Equipment remains wholly owned by March Networks, and the Subscriber receives no title, ownership, or other rights or interest in Chartered Equipment other than the use thereof during the Term. March Networks may replace Chartered Equipment during the Term and may require that Chartered Equipment be returned, at Subscriber's expense, in the event of a notice of non-renewal of the Term. Subscriber shall, at the (expiration of the Term or sooner termination of the Charter), at its expense, de-install, remove all Subscriber Data, pack and return all the Chartered Equipment to March Networks at such location as shall be designated by March Networks in the same operating order, repair, condition and appearance as of the installation date, reasonable wear and tear excepted. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose of or encumber the Chartered Equipment. If Subscriber breaches its payment obligations, including deadlines, or materially breaches this Agreement, Subscriber hereby authorizes March Networks at any time thereafter to enter any premises where the Chartered Equipment may be and take possession of the Chartered Equipment (including without limitation through action of March Networks' subcontractors or CSPs).
 - 1.2. Damage & Continuation of Charter. Risk of loss/damage to Chartered Equipment transfers to Subscriber upon installation. In case of destruction of Chartered Equipment or damage beyond normal wear and tear, Subscriber shall pay March Networks the fair market value of the damaged Chartered Equipment, as determined by March Networks in its reasonable discretion. The Charter will not terminate, and Subscriber's obligations will not be altered, as a result of any defect in, damage to, loss of, or obsolescence of the Chartered Equipment or any part thereof from any cause whatsoever, or any interference with use of the Chartered Equipment or any part thereof by any third party, or as a result of any war, riot, insurrection or act of God. It is the express intention of March Networks and Subscriber that all rent and other sums payable by Subscriber related to the Charter will be payable throughout the Term of the Charter. The Charter shall be binding upon Subscriber and its successors and permitted assigns and will inure to the benefit of March Networks and its assignees.
 - 1.3. Compliance with Laws. In its use of the March Networks Technology Subscriber will comply with all laws, including without limited Privacy/Security Laws, as well as all applicable requirements of the manufacturer of the Chartered Equipment which apply to the physical possession, use, operation, condition and maintenance of the Chartered Equipment.
 - 1.4. No Liens or Alterations. Subscriber shall keep the Chartered Equipment free from any marking or labeling which might be interpreted as a claim of ownership by Subscriber or any party other than March Networks and its Assignee, and shall affix and maintain tags, decals or plates furnished by March Networks on the Chartered Equipment indicating ownership and title to the Chartered Equipment in March Networks or its Assignee. Upon reasonable notice to Subscriber, March Networks or its agents shall have access to the Chartered Equipment and Subscriber's books and records with respect to the Charter and the Chartered Equipment at reasonable times for the purpose of inspection and for any other purposes contemplated by the Charter, subject to the reasonable security requirements of Subscriber. Subscriber shall not without the prior written consent of

March Networks affix or install any accessory, feature, equipment or device to the Chartered Equipment or make any improvement, upgrade, modification, alteration or addition to the Chartered Equipment.

1.5. *Insurance.* During the Term of the Charter, Subscriber, at its own expense, shall maintain in regard to the Chartered Equipment, insurance in an amount not less than the replacement cost. Such insurance shall name March Networks and its Assignee as additional insureds. All such insurance shall provide that it may not be terminated, canceled, or altered without at least thirty (30) days' prior written notice to March Networks and its Assignee. Coverage afforded to March Networks shall not be rescinded, impaired, or invalidated by any act or neglect of Subscriber. Subscriber agrees to supply to March Networks, upon request, evidence of such insurance.

1.6. *UCC Financing Statements.* Subscriber shall execute and deliver such instruments, including Uniform Commercial Code financing statements, as are required to be filed to evidence the interest of March Networks and its Assignee in the Chartered Equipment and the Charter. Subscriber authorizes March Networks and its Assignee to file Uniform Commercial Code financing statements without Subscriber's signature to evidence the interest of March Networks and its Assignee in the Chartered Equipment and the Charter. Subscriber has no interest in the Chartered Equipment except as expressly set forth in the Charter, and that interest is a leasehold interest. March Networks and Subscriber agree, and Subscriber represents for the benefit of March Networks and its Assignee that the Charter is intended to be a "finance lease" and not a "lease intended as security" as those terms are used in the UCC; and that the Charter is intended to be a "true lease" as the term is commonly used under the Internal Revenue Code of 1986, as amended (the "Code"). If the Charter is deemed to be a "lease intended for security" or is otherwise deemed to be a secured loan and/or not a "finance lease" or "true lease", then Subscriber shall be deemed to have granted March Networks a first priority security interest in the Chartered Equipment related to such Charter to secure all of Subscriber's obligations to March Networks under such Charter and such security interest shall be perfected by the Uniform Commercial Code financing statement(s), the filings of which are authorized above.

2. General Terms for Chartered Equipment.

2.1. *Installation.* Subscriber shall provide the required network configuration and connectivity and a suitable place of installation for the Chartered Equipment with all appropriate facilities. A qualified CSP must perform the installation, first line support and onsite maintenance of the Chartered Equipment listed in the Order on behalf of Subscriber. Subscriber agrees to obtain all permits and licenses necessary for installation of the Chartered Equipment.

2.2. *Licensed Firmware.* Certain Chartered Equipment is provided with proprietary operating software already installed and periodic updates made available for download ("Firmware"). Firmware is an On-Premise Component governed by Section 3.3.2 (*License to On-Premise Components*) of the Terms of Service and is licensed to Subscriber for use solely in conjunction with the designated Chartered Equipment and the System. The Firmware may contain third party software which requires notices and/or additional terms and conditions. Those terms, and any authorship attribution and like notices that March Networks is required to provide, are set out in the Third Party License Terms available at <https://www.marchnetworks.com/firmwaretplt>. By accepting this Agreement, Subscriber is also accepting the additional terms and conditions, if any, set forth therein. In addition to any terms and conditions identified in the Third Party License Terms, the disclaimer of warranty and limitation of liability provisions in Articles 11 and 13 of the Terms of Service shall apply to all Firmware and this Charter.

2.3. *Support & Maintenance.* So long as Subscriber remains in full compliance with this Agreement, including all Subscriber's payment obligations and deadlines hereunder, March Networks shall provide support according to March Networks' then-standard Chartered Equipment support plan.

2.4. *Rights Notices:* Subscriber shall not remove, alter, or deface any brand name or notice of ownership, intellectual property, or other rights on or embedded in the Chartered Equipment.

2.5. *Chartered Equipment Warranty.* March Networks warrants that during the Term, the Chartered Equipment will function materially according to the Chartered Equipment published specifications. In the event of breach of the warranty in the preceding sentence, March Networks shall repair the Chartered Equipment in question or replace it with comparable NVRs, cameras or other hardware. This Subsection 2.5 states Subscriber's sole remedy and March Network's entire liability for breach of the warranty in this Subsection 2.5.

a) The warranty in this Subsection 2.5 will be null and void if: (A) the Chartered Equipment is altered in any way or relocated, transferred, or assigned without March Networks' prior written consent, including by loading software; (B) the Chartered Equipment is stored, transferred, or connected other than as permitted in this Agreement and in the Chartered Equipment Documentation.

b) The warranty in this Subsection 2.5 does not apply to the extent that failure of the Chartered Equipment results from: (A) neglect, shipping, power surges, or excessive or inadequate power, or any repair, modification, adjustment, or installation of options or parts by anyone other than March Networks (including its subcontractors); or (B) damage resulting from floods, earthquakes, or other extraordinary events.

c) If March Network repairs or replaces Chartered Equipment as a result of any cause set forth Subsection 2.5(a) or b), Subscriber shall reimburse the cost of March Networks' repair time, at its then-standard Professional Services rates, as well as the cost of any replacement camera or other hardware.