



VIKOO SUBSCRIPTION TERMS AND CONDITIONS

1. Subscription. Viakoo subscription includes reports sent to phone or desktop, access to the Viakoo graphical user interface through a browser, and system-generated diagnostic reports and automated (email) system advisories and alerts, as described in Paragraph 2.

2. Viakoo Agents. To initiate the subscription, Subscriber will activate the Viakoo local diagnostic software and auto-update link to the Viakoo Service Center (“Viakoo agents”), which enable collection of infrastructure vital signs, statistical parameters, component performance metrics, and other system status metadata from Subscriber’s Video Network via standard means without requiring Viakoo personnel to have any direct external access to Subscriber’s Video Network. These statistics and metadata include no full motion video but permit Viakoo to confirm continuing video network availability, detect potential issues in order to avoid video network interruption, and issue advisories and alerts. Viakoo grants Subscriber the right to use and run the Viakoo agents during the term of the subscription. Viakoo reserves and retains all other rights, title and interest in and to the Viakoo agents and any improved, updated, modified or additional modules thereof, and grants no other right, title or interest in or to the same except as expressly provided in these terms and conditions (this “Agreement”) for purposes of enabling Viakoo service. Subscriber shall not, and shall not permit or assist any third party to, copy, reverse engineer, reverse assemble, decompile or otherwise attempt to discover or derive the source code of, all or any portion of the Viakoo agents or reproduce, modify, translate or create derivative works of all or any portion of the Viakoo agents. “Video Network” means Subscriber’s integrated video surveillance system on Subscriber’s premises, including networked video cameras, application servers, data storage, monitors, and video management software (VMS), if applicable.

3. Monthly Fee; Term; Termination. The subscription will commence on the date (the “Effective Date”) of Viakoo’s receipt of Subscriber’s first monthly subscription fee (“Monthly Fee”) and will continue to renew monthly automatically until terminated by 30 days

advance written notice from Subscriber or Viakoo. Subscriber is responsible for monthly prepayment of the Monthly Fee via Subscriber-authorized automated monthly payment (or quarterly or monthly if special terms are agreed).

4. Confidential Information. Each party will retain in confidence the confidential information of the other and will use at least the same standard of care and diligence to protect the confidentiality thereof as that party applies to protect its own valuable confidential or proprietary information, but not in any case less than a reasonable standard of care. Neither will release the other’s confidential information to any employee or consultant unless that person needs to know the confidential information in order to further the authorized use thereof and is legally bound to protect the same as provided in this Agreement. If a party is required by law, government regulation or court order to disclose any confidential information of the other, the party under legal obligation will give the owner of the confidential information advance notice to the extent reasonably feasible to allow the owner an opportunity to seek a protective order or take other reasonable action in light of the circumstances to protect its confidential information. Each party acknowledges that the unauthorized disclosure or use of other’s confidential information may result in substantial damage to which cannot be quantified and therefore agrees that the owner thereof may seek and obtain equitable relief such as an injunction or specific performance, in addition to monetary damages and all other remedies available at law or equity, as a remedy for any such breach of this Agreement; and each waives any requirement for the securing or posting of any bond in connection with such remedy. Subscriber’s confidential information includes details concerning Subscriber’s video network, parameters and components, subject to Paragraph 5, as well as all Subscriber’s confidential business information. The Viakoo agents will not enable Viakoo or any third party to transport full motion video from Subscriber’s video network; but if nevertheless Subscriber should happen to release any full motion video to Viakoo in the course of any telephone customer

support or other diagnostic activity, that content also will comprise confidential information of Subscriber.

5. Statistical Data. For purposes of improving functionality and performance, Viakoo collects and retains the right to use, in aggregated and anonymous fashion, non-Subscriber-identified statistical data on network performance and diagnostic parameters. All such data shall remain Viakoo proprietary.

6. Limitation of Liability. VIAKOO SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES RELATED TO THE SUBSCRIBER'S VIDEO NETWORK, THE VIAKOO AGENTS OR SUBSCRIBER'S VIDEO DATA, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR DATA OR ANY ACTUAL OR ANTICIPATED DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF VIAKOO AND/OR SUBSCRIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VIAKOO'S LIABILITY TO SUBSCRIBER FOR DAMAGES HEREUNDER EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO VIAKOO HEREUNDER.

7. Disclaimer of Warranties. THE VIAKOO AGENTS AND VIAKOO SERVICE ARE PROVIDED ON AN "AS IS" BASIS. VIAKOO MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PERFORMANCE OF THE VIAKOO AGENTS OR VIAKOO SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH VIAKOO EXPRESSLY DISCLAIMS.

8. Assignment; Export. Subscriber shall not assign the subscription or its rights under this Agreement without Viakoo's prior written consent except to an entity which acquires or succeeds to all or substantially all of Subscriber's business or assets, whether by merger, sale of assets, or otherwise, and which assumes and agrees in writing to be bound by all of Subscriber's obligations

hereunder. Export or re-export of any video network component bearing any embodiment of the Viakoo agents outside the United States is not authorized except as specifically authorized and permitted by the laws and regulations of the United States and those of any other applicable jurisdiction. An assignment or any unauthorized export or re-export in violation of this paragraph shall terminate the subscription.

9. General Provisions. This Agreement shall be governed by the laws of the State of California, U.S.A., without regard to conflict of laws principles. Venue for resolution of disputes arising under this Agreement, including the interpretation and enforceability of any provision hereof, shall be in the state and federal courts of competent jurisdiction in Santa Clara County, California, to the jurisdiction of which all parties hereto agree to submit. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, that provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement shall not be affected thereby. The failure of Viakoo to enforce any right under or provision of this Agreement shall not constitute a waiver of that right or provision. The prevailing party in any judicial proceeding, lawsuit or claim brought by one party against the other in connection with this Agreement shall be entitled to recover its reasonable fees and costs, including without limitation attorneys' fees, expert witness fees, consultant fees, and related costs and expenses. Subject to Paragraph 8, this Agreement shall bind and inure to the benefit of the successor and assigns of the parties hereto. Viakoo reserves the right to amend this Agreement from time to time at its discretion upon thirty (30) days advance notice to Subscriber, provided, that Subscriber shall have the right to terminate the subscription by rejecting the amendment during the notice period in the event of such amendment (but the amendment shall be deemed accepted by Subscriber if not rejected during the notice period). ****