

End User License Agreement

Tiger Surveillance, Inc. License Agreement

EFFECTIVE DATE: MARCH 31, 2023

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You understand and acknowledge that your use of the Software is prepaid, based on an estimated consumption. You further understand that any use of the Software that exceeds this prepaid estimate ("Overage") will be billed separately and is your sole responsibility to cover. Overage charges will be invoiced on the next billing cycle following the occurrence of such Overage and payment will be due as per the terms indicated on the invoice.

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Tiger Surveillance is committed to ensuring uninterrupted operation of the Software for all customers, even in the event of temporary exceeding of the prepaid estimate, or a delay in renewal of your license. However, this 'Fair Use/Mission Critical Operation' allowance is meant to accommodate unforeseen circumstances and is not intended to cover regular or intentional exceeding of the prepaid estimate by you. Tiger Surveillance reserves the right to restrict or suspend access to the Software in instances of repeated or severe exceeding of the prepaid amount, or failure to timely renew the license, after providing you with a notice and opportunity to rectify the situation.

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You will not directly or through third parties modify, translate, reverse-engineer, decompile, disassemble, make derivative works of or attempt to discover any source code or underlying ideas or algorithms of any of the Software or part thereof (except and only to the extent that applicable statutory laws prohibit certain reverse engineering restrictions). You will not sell, rent, lease or otherwise distribute the Software. You will ensure that each copy of the Software includes notices

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LIMITED WARRANTY

Tiger Surveillance warrants that for a period of 30 days from your receipt of the Software it will perform substantially in accordance with the written documentation that accompanies the Software. If the Software does not conform to this warranty at our option we will repair or replace the Software, provided you promptly notify us of any defects. If we cannot after a commercially reasonable period make the Software conform to this warranty we will refund the price you paid us provided you confirm to us that you have returned and/or destroyed all copies of the Software and related materials.

MANDATORY ACTIVATION

There are technological measures in this software that are designed to prevent unlicensed use of the software. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. Tiger Surveillance will use those measures to confirm you have a legally licensed copy of the Software. If you are not using a licensed copy of the Software, you are not allowed to install the Software or future Software updates. Tiger Surveillance will not collect any personally identifiable information from your device during this process.

CONSENT TO USE OF DATA

You agree that Tiger Surveillance may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Tiger Surveillance may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

SOFTWARE TRANSFER

You may transfer your copy of the Software to a different device. Before the transfer, you must completely remove the Software from the former device.

NO OTHER WARRANTIES

Tiger Surveillance, Inc. and its suppliers, to the maximum extent permitted by applicable law, disclaim all other warranties, either expressed or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Neither Tiger Surveillance, Inc. nor its suppliers warrant that the licensed software is error-free, will operate without interruption, or will work in all application settings you select.

LIMITATION OF LIABILITY

In no event shall Tiger Surveillance, Inc. or its suppliers be liable for special, incidental, consequential or indirect damages (including but not limited to costs of procuring substitute products or services, damages for loss of profits or revenue, business interruption, loss of information or other pecuniary loss) arising out of the use or inability to use the software, even if Tiger Surveillance, Inc. or its suppliers have been advised of the possibility of such damages. In no event shall the aggregate liability of Tiger Surveillance, Inc. and its suppliers for money damages exceed the amount paid by you for the software.

EXPORT REGULATIONS

You agree to comply with all applicable export laws, restrictions and regulations of the U.S. Department of Commerce, the U.S. Department of Treasury and other U.S. and foreign agencies with regard to the export or re-export of Software. You specifically agree not to export or re-export any Software to any country to which the U.S. has embargoed or restricted the exports of goods and services.

SUPPORT AND PROFESSIONAL SERVICES

Tiger Surveillance will provide you with regular support services for the Software as part of the licensing agreement, at no additional cost. These support services do not include any Professional Services, such as the assessment of your needs or the deployment of the Software within your organization. Professional Services can be provided by Tiger Surveillance at an additional cost, as per a separate agreement to be negotiated between Tiger Surveillance and you.

SOFTWARE UPDATES

Software Updates, including bug fixes, patches, and enhancements to the Software, are included as part of the licensing agreement at no additional cost. Tiger Surveillance will provide regular Software Updates to ensure the smooth and efficient operation of the Software. You are responsible for the installation and implementation of these updates in a timely manner.

TERMINATION CLAUSE

Either party may terminate this agreement at any time upon written notice if the other party breaches any term of this agreement and fails to correct the breach within 30 days of written notification. Upon termination, you shall cease using the Software and uninstall and return or destroy all copies of the Software, including all updates and related materials. Tiger Surveillance reserves the right to verify compliance with this clause.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. Any disputes arising out of or in connection with this agreement shall be resolved in the state or federal courts located within the State of Delaware, and each party consents to the personal jurisdiction of these courts.