

SOFTWARE LICENSE AGREEMENT

[Français](#)

SOLINK SOFTWARE LICENSE AGREEMENT

BEFORE CLICKING ON THE “ACCEPT” BUTTON YOU, AS THE CUSTOMER, MUST CAREFULLY READ THE TERMS AND CONDITIONS SET OUT BELOW GOVERNING CUSTOMER’S SUBSCRIPTION FOR, ACCESS TO AND USE OF THE SOLINK VIDEO INTELLIGENCE SERVICES AND THE VIDEO MONITORING SERVICES (THE “MONITORING SERVICES”) (TOGETHER THE “SERVICES”), THE NETWORK ATTACHED STORAGE DEVICE (the “NAS”) AND, IF APPLICABLE, THE MULTI-CHANNEL VIDEO ENCODER IP SWITCH, VIDEO CAMERAS, AND COMPUTER MONITOR (THE “EQUIPMENT”) AND THE SOFTWARE (AS DEFINED BELOW). BY CLICKING ON THE “ACCEPT” BUTTON, CUSTOMER ACCEPTS AND AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“AGREEMENT”). IF YOU, AS CUSTOMER, ARE ENTERING INTO THIS AGREEMENT ON BEHALF AN ORGANIZATION OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND SUCH ORGANIZATION OR ENTITY. “CUSTOMER” SHALL REFER TO SUCH ORGANIZATION OR ENTITY. IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CLICK ON THE “DO NOT ACCEPT” BUTTON AT THE END OF THIS AGREEMENT AND DO NOT SUBSCRIBE TO THE SERVICES OR USE THE SOFTWARE.

1. LICENSE

1.1 License – Services. Solink Corporation (“Solink”) grants and Customer hereby accepts, upon payment by Customer of the Fees (as defined below) and subject to the terms and conditions contained herein, a limited, nontransferable, nonexclusive, worldwide, enterprise-wide and revocable license (the “License”), without the right to sublicense, to use the Services and to access and use all material, information and technology offered as part of the Services including but not limited to documents, articles, reports, software, graphics, text, images and logos, algorithms, processes, user interfaces, designs and know-how (the “Content”) solely for Customer’s internal business purposes.

1.2 License – Platform. Solink grants and Customer hereby accepts, upon payment by Customer of the Fees (as defined below) and subject to the terms and conditions contained herein, a non-exclusive, non-transferable, limited use license, without the right to sublicense, to use the Solink Platform software (the “Software”) in object code form, solely in connection with Customer’s use of the Services.

1.3 Leased Hardware. Customer will lease the NAS and the Equipment (together the “Leased Hardware”) and will have use of the Leased Hardware during the Term.

1.4 Delivery. Solink will deliver the Software and provide access to the Services by electronic delivery. Solink will advise the Customer promptly of any expected delay in delivery. The Leased Hardware ordered pursuant to the terms of this Agreement shall be shipped to Customer at the address designated address by the Customer and delivered to Customer, FCA (Incoterms 2000), at either Solink’s or the Leased

Hardware supplier's facility. All freight, insurance, and other shipping expenses shall be paid to the carrier or freight forwarder by Solink.

1.5 Restrictions. Customer acknowledges that the Software, Services and the Content, constitute valuable trade secrets of Solink and its licensors. Except as otherwise set out in this Agreement, Customer shall not (i) copy or use the Software, Services or the Content; (ii) alter, modify, duplicate, translate, de-compile, reverse engineer, or attempt to recreate the Software, Services or the Content, in whole or in part; (iii) modify or create any derivative works from the Software, Services or the Content any part thereof; (iv) merge the Software, Services or the Content with any other software; (v) disclose to any third party any performance information or analysis relating to the Software, Services and the Content; (vi) license, sublicense, sell, convey, assign, transfer, give, lend, rent, transfer or otherwise grant any right to any of the Software, Services or the Content or any of Customer's rights hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person, individual, legal or personal representative, partnership, company, corporation, syndicate, association, trust or governmental body otherwise; (vi) build an identical product to the Software or the Services or a product with similar ideas, features and functionality as the Software or the Services; and (vii) copy any ideas, features or functions of the Software or the Services. Customer agrees to retain, on all copies of any Content Customer downloads, all copyright and other proprietary notices contained in the Content. The Software, Services and the Content are protected by Canadian and worldwide copyright laws and treaty provisions. Customer agrees to comply with all copyright laws worldwide in Customer's use of the Software, Services and the Content and to prevent any unauthorized copying of the Content. Except as expressly provided herein, Solink does not grant any express or implied right or license to Customer under any intellectual property right, including under any patent, trade-mark, copyright, trade secret or confidential information of Solink or its licensors.

2. CUSTOMER DATA

2.1 Customer Data. In the course of using the Services, Customer may upload certain information, data and material, including but not limited to video footage uploaded through the Services (the "Customer Data"). Customer agrees that the Customer Data will (i) comply with all applicable laws; (ii) not contain infringing, obscene, threatening, libelous, or other illegal material; (iii) not include material containing software viruses, worms, Trojan horses or other harmful computer codes, files scripts or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware telecommunications equipment; (iv) not knowingly contain any content, work, name, logo or mark that infringes any intellectual property right of any person; and (v) not knowingly violate the privacy rights, publicity right or contract rights of any person. Customer acknowledges that Customer has obtained the consent to use any personally identifiable information ("PII") contained in the Customer Data from the person to whom such PII pertains, and that Customer has complied with all relevant privacy laws in collecting, using and disclosing such PII. Notwithstanding the above, Customer acknowledges that any Customer Data provided or made available to Solink will not contain any PII or PCI data.

2.2 Ownership. Customer acknowledges that Customer owns the Customer Data and all intellectual property rights therein, or that Customer has the right to grant the license to Solink to use such Customer Data. Customer will have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness and intellectual property ownership and for obtaining the right to use all of the Customer Data submitted by Customer. [Customer acknowledges that Solink will have no responsibility for the Customer Data].

2.3 License. Customer agrees to grant Solink and its third party service providers a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use (i) the Customer Data for the purpose of providing the Services to the Customer; (ii) the Customer Data for the purposes of analyzing, aggregating and preparing reports and recommendations and other outputs; and (iii) to provide aggregate and anonymous metadata generated as a result of Customer's use of the Services to third parties. In addition to the rights granted above, you also acknowledge and agree that Solink may access, use, preserve and/or disclose the Customer Data to law enforcement authorities, government officials,

and/or third parties, if legally required to do so or if Solink believes in good faith that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with applicable law, regulation, legal process or reasonable preservation request; (b) enforce the terms of this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Solink, its users, a third party, or the public as required or permitted by law. Solink will use the Customer Data in accordance with Solink's Privacy Policy.

3. FEES.

3.1 Fees. Customer shall pay Solink a subscription fee for use of the Software, Leased Hardware and access to the Services (the "Fees"). The Fees will be set out in the subscription link sent to Customer by Solink. Payment by the Customer will be due within thirty (30) days of the date of the invoice. All overdue amounts will collect interest at a rate of 1.5% per month. Solink reserves the right to terminate Customer's access to the Services if Customer fails to pay any Fees when due or if Customer provide false or fraudulent billing or contact information.

3.2 Taxes. All fees and other charges specified in this Agreement are exclusive of all applicable goods and services taxes and any other taxes imposed or levied by any government or government agency, including sales or use taxes (the "Purchase Taxes"). Customer will pay all Purchase Taxes, other than taxes on Solink's net income, as a result of the transactions contemplated by this Agreement.

4. CUSTOMER RESPONSIBILITIES

4.1 Account. Customer is responsible for all of the activity associated with Customer's account and Customer agrees to notify Solink immediately in the event of any unauthorized use of its account or password or if Customer suspects its account or password has been compromised in any way. Customer agrees not to misrepresent itself in order to gain access to the Services. Customer is responsible for advising Solink of any change in its billing or contact information.

4.2 Acceptable Use Policy. Customer must at all times comply with the terms and conditions of Solink's Acceptable Use Policy.

4.3 Applicable Laws. Customer must abide by all applicable local, provincial, state and national laws and all relevant treaties and directives in Customer's use of the Services.

4.4 Limiting Access. Customer shall not permit persons other than Customer's authorized representatives to access the Services. Customer represents that it is not a competitor of Solink and agrees that Customer shall not knowingly allow competitors of Solink to access the Services.

4.5 No Responsibility. Solink accepts no responsibility and shall not be held liable for any delays, performance issues, stoppages, outages, increased costs or other similar events relating to the Services resulting from Customer's failure to adhere to the provisions set out in this Section.

5. THIRD PARTIES.

5.1 Content. The Services may from time to time contain materials, data or information provided, posted or offered by third parties. Customer agrees that Solink will have no liability whatsoever to Customer for any such third party material, data or information.

6. OWNERSHIP

6.1 Ownership of Software. Solink and its licensors own all right, title and interest in and to the Software, Services and the Content, including without limitation, all copyrights, trade secrets, patents, and other intellectual property rights. Upon termination of this Agreement unless otherwise provided herein, all of Customer's rights in connection with the Software, Services and the Content, including but not limited to the right to access and use the Services and the Content, will terminate.

6.2 Trade-marks. The trade-marks, logos and company names of Solink or any of its affiliates and licensors used as part of the Services and the Content may not be copied, imitated or used, in whole or in part, without the prior written consent of Solink or any such affiliate or licensor. Other products, services logos and company names mentioned as part of the Services and in the Content may be the trade-marks of their respective owners.

6.3 Proprietary Notices. Customer agrees not to alter, remove, deface or destroy any copyright, trade-mark or proprietary markings or confidential legends placed upon or contained in the Services and the Content or in or on any related material.

7. WARRANTIES

7.1 Software and Services. Solink warrants that the Software and the Services are designed to and shall operate in substantial conformity with the specifications set out in the user documentation.

7.2 Leased Hardware. Solink warrants that the Leased Hardware will function, when given normal, proper and intended usage, substantially in accordance with the published specifications for the Leased Hardware as provided by the Leased Hardware manufacturer. Solink's sole remedy for any defect in the Leased Hardware is limited to the remedy available to Solink from the Leased Hardware manufacturer.

7.3 Content. The Content may contain inaccuracies and typographical errors. Solink makes no representation or warranty regarding the accuracy or completeness of the Content or information accessible while using the Services, or the reliability of any advice, opinion, statement or other information displayed or distributed through the Services. Customer acknowledges that any reliance on any of the foregoing and Customer's use of the Services and the Content shall be at Customer's sole risk. Solink reserves the right, in its sole discretion, to correct any errors or omissions in any part of the Services or in any portion of the Content. Solink may make any other changes to the Services and the Content at any time without notice.

7.4 General Warranty. Solink warrants that (i) Solink has the right to enter into this Agreement; (ii) to Solink's knowledge, neither the Software, Services nor the Content infringes upon the Proprietary Rights of any third party; (iii) to Solink's knowledge, there are no liens, encumbrances or claims pending or threatened against Solink or that adversely relate to the rights or licenses granted in this Agreement or to the Services and the Content; and, (iv) subject to the standard conditions applicable to shrink wrap software and other foundational software used in the creation of, or required in conjunction with, the Software and the Services, no licenses, permission or releases of third party rights are necessary for Customer's use of the Services in accordance with the terms of this Agreement. For purposes of this Agreement, "Proprietary Rights" means any or all intellectual property and other property or proprietary rights, including, without limitation, patents, copyrights, trade secrets and trademarks.

7.5 Customer Warranty PII and PCI Data. Customer agrees not to provide any personally identifiable information or PCI data to Solink as part of the Customer Data.

7.6 Warranty Disclaimer. EXCEPT FOR THE WARRANTIES IN THIS SECTION 7, THE SOFTWARE, LEASED HARDWARE, SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND SOLINK AND ITS LICENSORS

HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS AND AGREES THAT THE SOFTWARE, THE LEASED HARDWARE, THE CONTENT AND THE SERVICES ARE DETECTION AND NOTIFICATION PRODUCTS AND SERVICES. THE SERVICES DO NOT ELIMINATE OCCURRENCES OF EVENTS, SUCH AS FIRES, FLOODS, BURGLARIES, ROBBERIES, AND MEDICAL ISSUES, AND CUSTOMER AGREES NOT TO PURCHASE OR RELY ON THE SERVICES TO SO ELIMINATE SUCH OCCURRENCES OF EVENTS. FURTHER, CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICES MAY NOT AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES, AND, THEREFORE, SOLINK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE REFERENCED ABOVE) THAT THE SERVICES WILL SO AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES. SOLINK DOES NOT WARRANT THAT THE SOFTWARE, LEASED HARDWARE, SERVICES AND THE CONTENT WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE, LEASED HARDWARE, SERVICES AND/OR THE CONTENT WILL BE FREE FROM ERRORS OR FUNCTION WITHOUT INTERRUPTION, THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE NOR THAT ANY CUSTOMER DATA CAN BE RESTORED FROM ANY PARTICULAR BACKUP PROCEDURE. SOLINK DOES NOT WARRANT THAT USE OF THE SERVICES WILL ENABLE CUSTOMER TO ACHIEVE ANY PARTICULAR RESULT OR RESULTS IN CUSTOMER'S BUSINESS OPERATIONS.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL SOLINK BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, COST OF COVER, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, THE LEASED HARDWARE, THE SERVICES OR THE CONTENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. SOLINK DISCLAIMS ALL LIABILITY OF ANY KIND OF SOLINK'S LICENSORS AND SUPPLIERS. CUSTOMER SPECIFICALLY AGREES THAT SOLINK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. IN ADDITION, EXCEPT WITH RESPECT TO CLAIMS BASED ON WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL SOLINK BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THE AMOUNTS PAID TO SOLINK HEREUNDER IN THE TWELVE MONTHS PRECEDING THE CLAIM. THIS AMOUNT SHALL BE CUSTOMER'S SOLE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IN THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF SOLINK, SOLINK'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SOLINK WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES ATTRIBUTABLE TO PROBLEMS INHERENT IN INTERNET AND ELECTRONIC COMMUNICATION. THESE LIMITATIONS WILL APPLY EVEN IF SOLINK HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL APPLY EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THIS PROVISION.

8.2 Solink will not be liable for the deletion of, correction to, destruction of, damage to, loss of or failure to store the Customer Data.

9. INDEMNIFICATION

9.1 Indemnification by Solink. Solink shall indemnify, defend and hold Customer harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including legal fees, directly or indirectly resulting from any claimed

infringement or violation by Solink of any Proprietary Right with respect to the Software, Services and the Content; provided, however, that the foregoing notwithstanding, Solink's obligation to indemnify will not apply to an infringement or violation that is attributable to any unauthorized use, access or modification of the Software, Services or Content by Customer, Customer's employees, agents or customers or any third parties.

9.2 Cooperation. Notwithstanding Section 9.1 of this Agreement, Solink is under no obligation to indemnify and hold Customer harmless unless (i) Solink receives notice of the suit or claim from Customer and is furnished with a copy of each communication, notice or other action relating to said claim promptly after Customer receives such notice and each such communication; provided that, failure to deliver timely notice shall not relieve Solink of its obligations hereunder unless Solink is materially prejudiced by such failure; (ii) Solink will have the right to assume sole authority to conduct the trial or settlement of such claim or any negotiations related thereto at Solink's expense; and (iii) Customer will provide reasonable information and assistance requested by Solink in connection with such claim or suit, at Solink's cost and expense.

9.3 Indemnification by Customer. Customer shall indemnify, defend and hold Solink harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including legal fees, directly or indirectly (a) by any third party against Solink, arising from or relating to this Agreement or the Services (b) resulting from any allegation that Customer has engaged in conduct, which if true would breach Customer's warranties or obligations under this Agreement; (c) resulting from any allegation that the Customer Data infringes the Proprietary Rights of any third party; (d) resulting from Customer's negligent or willful misconduct; and (e) resulting from any violation by Customer of any privacy laws, regulations and directives relating to the collection, use or disclosure of any PII provided to Solink hereunder. Solink reserves the right to participate in the defence of any such claim and to be represented by counsel of its choice.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence as of the date on which Customer accesses and uses the Services and the Software (the "Effective Date") and will continue in full force and effect for the term set out in the subscription like sent by Solink to the Customer (the "Initial Term") or until terminated in accordance with the terms of this Agreement. After the Initial Term, this Agreement shall automatically renew on a month-to-month basis unless one party provides the other party with thirty (30) days written notice.

10.2 Termination Upon Insolvency. This Agreement will terminate, effective upon delivery of written notice by a party hereto, (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party, (ii) upon the making of an assignment for the benefit of creditors by the other party, or (iii) upon the dissolution of the other party.

10.3 Termination Upon Default. The non-breaching party may terminate this Agreement in the event that the other party materially defaults in performing any obligation under this Agreement and such default continues and is not remedied for a period of thirty (30) days following written notice of default; provided, however, that if either party contests either the existence or the basis of a breach asserted by the other party (a "Dispute"), then such Dispute shall be resolved pursuant to Section 12.3 and if such Dispute is resolved in favour of the party asserting such breach, then the other party shall have thirty (30) days to cure such breach as directed by the third party resolving such Dispute.

10.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon sixty (60) days notice to the other party.

10.5 Limited Termination by Customer. Customer may terminate this Agreement for convenience during the first ninety (90) days following the Effective Date. In the event of termination pursuant to this section,

Customer shall immediately return all Leased Hardware to Solink at Customer's expense.

10.6 Survival of Certain Terms. All provisions of this Agreement reasonably required to survive termination based on the terms of this Agreement shall survive termination of this Agreement. All other rights and obligations of the parties will cease upon termination of this Agreement.

10.7 Effect of Termination. Upon termination of this Agreement for any reason Customer's access to the Services and use of the Software and the Leased Hardware will end immediately and Customer's account will be disabled. In the event of termination of this Agreement by Customer pursuant to Sections 10.4 or by Solink pursuant to Sections 10.2 or 10.3, Customer will pay Solink a termination fee consisting of \$500 per NAS and \$100 per unit for each unit of Equipment and immediately return all Leased Hardware to Solink at Customer's expense. Customer may, upon notice to Solink, retain all of some of the Leased Hardware after the termination of Agreement, by paying Solink the installed cost of such Leased Hardware. Customer agrees and acknowledges that Solink is not obliged to retain the Customer Data, and after thirty (30) days following termination, may delete such Customer Data.

11. CONFIDENTIAL INFORMATION

Neither party shall use or disclose any Confidential Information of the other party. A party receiving Confidential Information from the other party will use the highest commercially reasonable degree of care to protect that Confidential Information. The Services, Software and the Content, including methods, ideas or concepts utilized therein, all information identified by a disclosing party as proprietary or confidential and all information, which would reasonably be considered in the circumstances and manner of disclosure to be proprietary or confidential ("Confidential Information") will remain the sole property of such disclosing party, and will not be used or disclosed to any third party without the express written consent of the disclosing party (except to employees or consultants who are bound by a written agreement with such party to maintain the confidentiality of such Confidential Information in a manner consistent with this provision). Items shall not be considered to be Confidential Information if they are (i) available to the public other than by a breach of this Agreement or an agreement with the disclosing party, (ii) rightfully received from a third party not in breach of an obligation of confidentiality, (iii) independently developed by employees of recipient without access to the Confidential Information of the disclosing party, (iv) rightfully known to the recipient at the time of disclosure, or (v) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Customer agrees that the terms and conditions of this Agreement will be considered to be Confidential Information of Solink.

12. MISCELLANEOUS

12.1 Notices. Any notice required or permitted hereunder will be in writing and will be given by electronic mail at legal@solinkcorp.com. Such notice will be deemed to have been received twenty four (24) hours after it was sent.

12.2 Assignment. This Agreement may not be transferred or assigned, in whole or in part, by either party either voluntarily or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Governing Law; Arbitration. This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except for disputes for which injunctive relief is sought (for example, to prevent the unauthorized use or disclosure of proprietary materials or information) the following procedures shall be used to resolve any dispute arising out of or in connection with this Agreement. Promptly after the written request of either party, each of the parties shall appoint a

designated representative to meet in person or by telephone to attempt in good faith to resolve any dispute. If the designated representatives do not resolve the dispute within ten (10) days of such request, then an executive officer of each party shall meet in person or by telephone to review and attempt to resolve the dispute in good faith. The executive officers shall have ten (10) days to attempt to resolve the dispute. Any disputes that are not otherwise resolved by the parties shall be submitted to binding arbitration in Ottawa, Ontario in accordance with the Arbitration Act, 1991 (Ontario) (the "Act"). Before entering into arbitration, the parties shall each appoint an arbitrator, and these two arbitrators shall select a third arbitrator to be a member of the arbitration panel. Should the two arbitrators not be able to agree on a choice of the third arbitrator, then the parties shall defer to the procedure for selection of an arbitrator under the Act. None of the arbitrators shall be officers or employees of the parties. Each such arbitrator shall be a lawyer having experience and familiarity with information technology disputes. The arbitrators shall have the right to award costs, fees and expenses, including but not limited to the arbitrators' fees and reasonable lawyers' fees, to the prevailing party. The parties will jointly pay arbitration costs pending a final allocation by the arbitrators. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding upon the parties.

12.4 Force Majeure. Under no circumstances will either party be liable to the other for any failure to perform its obligations where such failure results from causes beyond that party's reasonable control.

12.5 Independent Contractors. The relationship of Solink and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as legal partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial and other obligations associated with the businesses of Solink and Customer are their sole respective responsibilities.

12.6 Entire Agreement and Waiver. This Agreement and all documents incorporated by reference hereto will constitute the entire agreement between the parties with respect to its subject matter, and all prior agreements, representations, and statements with respect to such subject matter are superseded. This Agreement may be changed by Solink upon notification to Customer. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such breaches and the waiver of any breach will not act as a waiver of subsequent breaches.

Appendix A

SOLINK ACCEPTABLE USE POLICY

1. GENERAL

This Acceptable Use Policy ("AUP"), including the following list of prohibited activities, encourages the responsible use of the Solink services (collectively, the "Services") provided by Solink Corporation and/or its affiliated companies and subsidiaries (collectively, "Solink", "us" or "we"). The purpose of this AUP is to provide guidelines for your use of the Services that support compliance with applicable laws, rules and regulations.

2. CHANGED TERMS

Solink shall have the right at any time to change or modify the terms and conditions applicable to your use of the Services. Such changes shall be effective immediately. Any use of the Services by you after such modifications shall be deemed to constitute acceptance by you of the changes.

3. USER CONDUCT

This AUP is intended to protect the Services, employees and customers of Solink, and any authorized end

users of the Services from improper, inappropriate, abusive or illegal activity. When using the Services, it is your responsibility to comply with this AUP and to ensure that you are adhering to all applicable laws, rules, regulations, and commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

Solink makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information you store or transmit via the Services or the Internet, including any data or information stored or transmitted by any computer designated as “secure.”

Employees and customers of Solink and any authorized end users of the Services are responsible for immediately reporting to Solink any issue which could compromise the security or integrity of any user or system taking part in the Services.

4. INTENDED USES OF THE SERVICES

Solink's Services are intended to allow end-users to aggregate and view video and transactions from its network of business locations, to proactively identify suspect transactions, and reactively investigate suspect activity or patterns of fraud.

5. PROHIBITED USES OF THE SERVICES, INCLUDE THE FOLLOWING

i) The Services may only be used for lawful purposes. Use of the Services for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

ii) Network and System Security Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized probing and/or scanning of any system without prior consent of the owner or system administrator. This includes, but is not limited to, “dictionary attacks” and/or attempts to harvest or verify email addresses.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Attempting to gain unauthorized access to, or attempting to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Service or the Internet.

iii) Sending Unsolicited Bulk Email (“UBE” or “spam”). The sending of any form of UBE through the Services is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, landing page, email address or utilizing any Solink resources, is prohibited. The Services may not be used to solicit customers from, or collect replies to messages sent from, another Internet Service Provider where those messages violate this AUP or terms of service of another provider.

iv) Running Unconfirmed Mailing Lists. Subscribing email addresses, telephone numbers or social media accounts to any mailing list without the express and verifiable permission of the owner is prohibited. All mailing lists run by Solink customers must be Closed-loop (“Confirmed Opt-in”) and must establish

consent for each intended use. The subscription confirmation message received from each owner must be kept on file for the duration of the existence of the mailing list. Each owner must be provided with a simple procedure for withdrawal of consent.

v) Unauthorized attempts to gain access to an account or computer resource not belonging to you, and purposely altering or forging your identity. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception is prohibited. Impersonating someone else by altering your source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Services is prohibited.

6. CUSTOMER RESPONSIBILITY FOR CUSTOMER'S USERS

Each Solink customer is responsible for the activities of its users and, by accepting service from Solink, is agreeing to ensure that its customers/representatives, customer users or end-users abide by this AUP. Complaints about customers/representatives, customer users or end-users of a Solink customer will be forwarded to Solink's customer administrator for action. If violations of the Policy occur, Solink reserves the right to terminate the Services with or take action to stop the offending customer from violating this AUP as Solink deems appropriate, with or without notice.

7. SECURITY

The Services may not be used to violate system or network security; such behaviour may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

- Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Services or the Internet (i.e., Denial of Service attacks).
- Monitoring any data, information or communications on any network or system not owned by you without authorization.
- Gaining unauthorized access to the user accounts or passwords of other users of any system.
- Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

8. COOPERATION WITH INVESTIGATIONS

Solink will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. Employees and customers of Solink and all end users of the Services are responsible for providing assistance to Solink in such investigations as needed.

9. NOTIFICATION OF VIOLATION

If you become aware of any violation of this AUP by any person, including downstream customers, end users or third parties, you must immediately notify Solink via e-mail at legal@solinkcorp.com, or through your designated Account Manager at Solink.

