



This is a legal agreement between the person or entity named in the corresponding signed proposal, hereinafter referred to as the “Customer”, and Optical Crime Prevention, Inc., DBA Eyecast, a Delaware Corporation, referred to as “Eyecast”. The signed proposal together with this service agreement shall constitute the “Agreement”. This Agreement is for the use of the Eyecast’s Cloud based Imaging Service and related product(s), features, installation, maintenance and intellectual property, if any.

1. **Term.** There is no term commitment for Eyecast service unless Eyecast encoders are provided as part of the service. Encoders are used in case the customer uses analog cameras, and the term only applies to camera service for the cameras connected to the Encoder(s). If there is a 2-year minimum service commitment required, it is incorporated hereby and herein beginning on the date the installation is complete for the cameras and equipment as proposed. Such Term may be extended after the conclusion of the Term via a Renewal at the option of the Customer, but in the absence of a written Term renewal options are defined in the “Renewal” paragraph below. Eyecast reserves the right to cancel service for analog cameras using Eyecast encoders after expiration of the Term with 60 days advance notice by emailing technical contact designated for Customer account.
2. **Payment.** The Customer agrees to pay EYECAST the monthly service charge stated in “Monthly Service Price” section of the Proposal payable to EYECAST on or before the first business day of each calendar month, pro-rated for the first month if applicable. Alternatively, payments may be made quarterly in advance or as mutually agreed between the two parties in writing in this Agreement. The monthly service Price is based on service options selected by the customer. The Services may change from time to time without written modification to this Agreement, and in that event, the customer agrees to pay pricing in accordance with the price quoted either by an Eyecast representative via email or by more formal written notification. Payment may be made by;
 - a. Check via U.S. mail to: EYECAST at 18330 SW 97th Ave, Palmetto Bay, FL 333157
 - b. Electronic Funds Transfers. EFT form provided upon request.
 - c. Paypal (additional 3% added by Eyecast to offset Paypal charge).

The Customer agrees that Service may be cancelled at any time with or without notice for non-payment or other default provisions of this Agreement. All obligations of and restrictions upon the Customer in respect to this Agreement shall survive termination of service. If analog cameras are used with T-400 encoders, this includes return of the T-400 hardware along with its power supply without damage to the mailing address listed above.

3. **Renewal.** After expiration of the Term of this Agreement, and unless there is a new signed service Agreement between the parties, this Agreement shall automatically renew on a month-to-month basis under the same terms and conditions until such a time as the Customer provides a 60-day advance cancellation notice. If there is any Eyecast owned equipment (Encoders for Analog cameras) in use by Customer, equipment must be returned to Eyecast on or before the date of the service cancellation, otherwise, the Customer must either pay for the Eyecast equipment by the cancellation date or the cancellation notice is hereby void, and service billing will continue to accrue. The equipment that is typically Eyecast owned is limited to the T-400s (4-port analog camera encoders). The Eyecast cost of the T-400/T-410 is \$329 each if they are not returned and that is the charge to the Customer.

4. **The Service.** Service Description: EYECAST's Service is a best efforts service. The Service is designed to provide storage and retrieval of the Customer's Video Surveillance data at a particular speed (measured in Frames Per Second or FPS) with a particular Frame Size (correlated to resolution) with a particular number of days of storage. The different combinations used in Eyecast service packages are described on the Eyecast web site (www.eyecast.com).
5. **Upload Speed Required for High Speed Internet Service:** This number can be calculated by the Service Speed Calculator on the Web Site. Basically, it is a factor of resolution, frame rate and number of cameras. Standard Resolution frames use roughly 11K bytes, 720P and analog premium use 20K bytes and 1080p uses 40K bytes. The bytes are multiplied by 8 to get bit rate (for upload speed). So, if a customer had 3 cameras at 1FPS using standard resolution, it would be $3 \times 11,000 \times 8 = 264\text{Kbps}$, so, a 384Kbps upload speed would be fine. If that same customer upgraded to premium, it would be $3 \times 20,000 \times 8 = 480\text{Kbps}$, so, a 512Kbps upload speed would be required. However, even if the upload speed is lower than what is required, the Eyecast equipment will adapt dynamically to accommodate whatever throughput the network allows down to as little as a few thousand bytes per frame. This dynamic adaptation is a patent pending feature exclusively offered by Eyecast called Bandwidth Adaptive Rate Control or BARC™.
6. **Service Limitation and Waivers.** EYECAST cannot insure that all the Video data will make it from the Customer's location to EYECAST's storage facility due to the following circumstances as well as the possibility of some unforeseen events;
 - a. **If the Internet Connection is not used Exclusively for EYECAST's service.** If the Customer is using the same Internet Connection for other services such general Web Surfing or Email, there is a possibility that some of the video frames will compete for resources and potentially be dropped before reaching its destination.
 - b. **Network Outage or Congestion.** If the Customer selects an Internet provider that experiences a Network Outage or heavy Congestion in parts of their network that inhibits the delivery of the video to EYECAST's facilities.
 - c. **Power Outage.** In the event that power is lost at the Customer's location. To protect against temporary power outages, flickers, brown outs, and other power related problems, EYECAST strongly suggests using an Uninterruptable Power Supply (UPS) which provides surge protection and battery back up for short term power outages and irregularities. EYECAST is Telemetry enabled for all Eyecast services to communicate with the EYECAST Network Operations Center to notify customer service personnel when the UPS systems switch from A/C power to Battery backup. The Customer can also be notified by email or by phone if so desired. This is an optional service and must be ordered and paid for in addition to the basic service.
 - d. **CPE Outage.** In the event that any of the equipment fails at the Customer location including but not limited to the Internet access device such as a DSL modem or any other high speed Internet device, the EYECAST T-400, Cameras, Camera Power supplies, etc., it is possible that some or all video frames may not reach EYECAST facilities until the failed equipment is reset, repaired, or replaced.
 - e. **Force Majeure.** An unforeseen event that is out of the control of related parties such as an act of God, an act of war, terrorism, explosions from bombs, or any other service effecting event typically considered Force Majeure.
7. **Quality of Video.** EYECAST cannot insure the quality of video coming from the cameras will not degrade over time. Dust, airborne particles near vehicle exhaust, grease from cooking facilities, etc. are often carried by smoke, steam and humidity through the air and can coat the camera lenses and/or get into the circuitry of the cameras. There are different types of cameras (indoor/outdoor) and different qualities that can result in different image quality as the camera's age. The more expensive cameras use higher quality chips and parts and are less prone to degradation over time, however, the single largest problem with image quality is typically from contaminant buildup on the lens. It is the Customer's responsibility to clean the camera lenses periodically to avoid image distortion.

8. **Revisions.** By posting updated versions of this Agreement on the EYECAS T website (www.Eyecast.com, the "Website") or sending you email notification, EYECAS T may modify the terms of this Agreement. You agree to visit the Website and check your email periodically to be aware of and review any such revisions. All such changes shall become effective upon posting of the revised Agreement on the Website or sending you an email with the changes. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and to abide by them. If you do not agree to the revisions you must terminate your Service and return your T-400 hardware. Any reference to "Agreement" shall include any Revisions after they are in effect and accepted in accordance with this paragraph.
9. **Service Charges.** The rates and charges for the Service are as set forth above. Standard packages and associated pricing are typically displayed on our Web site (www.Eyecast.com) and may change from time to time without notice. If renewal pricing is stated herein, the Customer may choose between the lower of the renewal pricing offered herein, or publically posted pricing on our Web site, whichever is lower after the term of this Agreement expires. Rates and charges, and other terms and conditions of the Service are subject to change by EYECAS T from time to time. You will be invoiced monthly for usage of the Service and for any other services utilized by you or other users of your account which are billed for by EYECAS T in connection with the Service (including any applicable taxes), either directly by EYECAS T or through your designated credit card company. If EYECAS T does not receive your payment before the next billing date, you shall pay to EYECAS T a late payment charge and/or an interest charge of 1.5% (1% in Louisiana), or the highest amount allowed by law whichever is lower, on all charges due and unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") and/or late payment charges shall not waive any of EYECAS T's rights to collect the full amount due under this Agreement.
10. **Service Responsibilities.** You agree that you will be the only user of your account ID(s) and associated password(s) and that you will not transfer or disclose either of them to any other person (except that you may at your own risk and on your own responsibility permit other members of your family or business associates to access the Service using your account ID and password), and that you will be responsible for all usage of the Service and any other services accessed through the Service on your account whether or not authorized by you. You agree to pay the applicable fees as set forth in your billing statement by the due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you will not intentionally transmit and consequently store video that contains pornography. You also agree to protect video that may be unsuitable for minors (persons under 18 years of age) to the best of your ability by insuring that no minors are given account IDs and passwords to view such unsuitable video. You agree to supervise usage of the Service by any minors whom you permit to use the Service. EYECAS T reserves the right to terminate Service immediately if you fail to comply with these requirements.
11. **Video and audio content ownership rights, privacy and uses.** EYECAS T has no control over the content of the video and audio (if used) stored at EYECAS T facilities and it is the sole and private ownership of the Customer during the subscription period. Unless explicitly directed by the Customer, no video or audio access of Customer will be permitted by any personnel other than the Customer and EYECAS T during the first 48 hours of installation and periodically as necessary for verification of service purposes. The only exception shall be if EYECAS T is directed to do so by court order. EYECAS T shall have the responsibility and authority to restore Customer's video/audio in the infrequent occurrence of a disk failure, however, EYECAS T personnel shall never retrieve and view the video/audio before, during, or after the restoral process without explicit consent from the Customer while such content is stored on Eyecast systems during its subscription period. On occasion, the Customer may request that EYECAS T transfers specific video/audio to a first, second, or third party. Once such a request is made, EYECAS T has implicit authorization to handle it and shall be indemnified from liability for doing the same. Knowing these things and notwithstanding willful negligence and reckless disregard for the Customer's ownership

rights to the video and/or audio, the Customer hereby indemnifies EYECAST from any liability in case the Customer's video or audio content ends up in the hands of an unauthorized and or a malicious third party.

12. **Warranty and Liability.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER EYECAST NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE STATED HEREIN OR IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER EYECAST NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD EYECAST RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM EYECAST MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE).
13. **Remedies.** The Customer's sole and exclusive remedy for any failure or non-performance of the Service (including any associated software, hardware, or other materials supplied in connection with the Service) shall be for EYECAST to use commercially reasonable efforts to effectuate an adjustment or repair of the Service and, in the event such downtime exceeds twenty-four consecutive hours, to receive a pro-rata refund or credit of or against any charges otherwise payable for the Service for the period of Service downtime.
14. **Limitation of Liability.** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail in their essential purpose, or that your remedies are not otherwise addressed in this Agreement, you expressly agree that under no circumstances shall EYECAST's total liability to you or any party claiming by, through or under you for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including but not limited to claims of negligence, and claims arising from or related to repairs or support of the Service, in the aggregate, exceed the amount of charges paid by you for use of the Service under this Agreement during the three-month period preceding the date such claim first arose.
15. **Indemnification.** The Customer shall indemnify and hold harmless EYECAST and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.
16. **Trademarks, Service marks and Copyrights.** You may use, copy and distribute the materials found on the Service for internal, noncommercial, informational services only. All copies that you make of the material must bear any copyright, trademark or other proprietary notice, which pertain to the material

being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by EYECAST, its affiliates and/or any third party owner of such rights. The EYECAST company name and logo and all related product and service names, design marks and slogans shall be treated as the property of EYECAST or its affiliates. You are not authorized to use any EYECAST name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of EYECAST. Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to EYECAST will be treated as being non-confidential and nonproprietary. EYECAST assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. EYECAST will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed from expired data or content (video, audio, and/or thermographic metadata) for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating or using such information in the development of products.

17. **Intellectual Property Protection.** Customer hereby agrees and represents that he/she will not intentionally provide access to the T-400 encoder, Eyecast IP camera code, Eyecast server code or any other Eyecast proprietary technology to anyone with intentions to reverse engineer the system, hardware, firmware, or software. Furthermore, Customer hereby represents that he/she has not and will not intentionally provide access to the above referenced hardware or software systems, or information about the same to anyone with the intent of competing with EYECAST as a service provider, or for the purpose of engineering competitive product(s) and/or service(s).
18. **Third Party Software.** If any Internet browser or other software has been provided to you for use with the Service, you agree to be bound by and to comply with the terms and conditions of the separate software license, which is applicable to and was provided to you along with such software.
19. **Video Storage Limits and Retention.** You acknowledge that EYECAST shall limit the maximum number of days that video imagery, data, and/or audio will be retained by the Service, and the maximum size/amount of that may be stored on the Service. Upon expiration of the subscription service (number of days), the video/audio/data content will be forever deleted from EYECAST storage service unless it has been sent to an EYECAST Archive Server via an Archive request, or anonymized and used for Eyecast product development. Customers can also store the video himself/herself by downloading it or emailing it before the maximum number of storage days expire via the "Export" function.
20. **Deletion of Video and Audio Data on Termination.** You agree that if your Service is terminated for any reason, EYECAST has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you.
21. **DISPUTE RESOLUTION AND ARBITRATION.** THIS SECTION DESCRIBES THE PROCEDURE FOR THE RESOLUTION OF DISPUTES UNDER THIS AGREEMENT THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR RATHER THAN A COURT BEFORE A JUDGE OR JURY. EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), INCLUDING ANY DISPUTE BASED ON ANY SERVICE, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §§ 1-16. THE ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR USING THE PROCEDURES DESCRIBED IN THIS SECTION. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT. THE ARBITRATOR MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. UNLESS EITHER PARTY REQUESTS THAT THE

ARBITRATION BE CONDUCTED USING THE AAA'S TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY, THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE OR PLACE OF BUSINESS. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW. THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE APPLICABLE ARBITRATION RULES AND FEE SCHEDULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT OF THE DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES. BEFORE EYECAST TAKES A DISPUTE TO ARBITRATION, WE WILL FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING YOU. BEFORE YOU ELECT TO TAKE A DISPUTE TO ARBITRATION, YOU MUST FIRST GIVE EYECAST AN OPPORTUNITY TO RESOLVE THE DISPUTE BY CONTACTING THE COMPANY AT THE CUSTOMER SERVICE NUMBER ON OUR WEB SITE OR BILL. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AND REQUEST ARBITRATION OF THE DISPUTE. UPON SUBMISSION OF YOUR WRITTEN REQUEST FOR ARBITRATION TO THE AAA, YOU ARE REQUIRED TO PAY THE APPLICABLE AAA FILING FEE. ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IN THE CASE OF A RESIDENTIAL CLAIM, IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY EYECAST. IF EYECAST PREVAILS IN THE ARBITRATION, AND IT IS SHOWN THAT THE CUSTOMER ACTED IN BAD FAITH IN BRINGING THE CLAIM AGAINST EYECAST, THEN EYECAST MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATOR FROM THE CUSTOMER. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

22. Other.

- a. Service Transfer. Your right to use the Service is not transferable to a different Customer unless resulting from Merger, Acquisition or Creation of a wholly owned subsidiary of Customer.
- b. Legal Venue. This Agreement and the Service shall be governed by the laws of the State of Delaware and Florida.
- c. Sole and Only. This Agreement and any revisions published by EYECAST, the Pricing Terms and Conditions constitute the entire and only agreement between you and EYECAST with respect to the Service and supersede all other agreements, written or verbal, with regard to this Service and Agreement.
- d. Internet Service. You are responsible for providing adequate Internet service at sites that have Eyecast cameras unless otherwise provided by this Agreement.

Signature – Customer

Date

Printed Name, Company, Title