

STARCOMM – VIDEO SURVEILLANCE END-USER LICENSE AGREEMENT

This Video Surveillance End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and STARCOMM ("STARCOMM") for Internet-based video surveillance products and services (collectively, "Services") that accompany this EULA. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE SERVICES, IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

This EULA applies to any customer ("End User") using the Services. This EULA is in addition to any restrictions or conditions contained in any contract agreed to between STARCOMM and End User as well as any restrictions or conditions contained in the Terms of this Order.

By using the Services, End User agrees to comply with this EULA and to remain responsible for its users. STARCOMM reserves the right to change or modify the terms of this EULA at any time by posting a new version on STARCOMM's website at <https://www.starcommsolutions.com/terms-conditions/>. Revised versions of this EULA are effective immediately upon posting. Accordingly, End Users using the Services should regularly visit STARCOMM's website and review this EULA to ensure that their activities conform to the most recent version. End User's use of the Services after changes to the EULA are posted shall constitute acceptance of any changed or additional terms.

1. **Products and Services:** End Users shall be required to provide their own broadband internet connection to access the Services. Their account will entitle them to access the Services in one single internet-enabled instance. If they have multiple accounts, they are eligible to receive an additional login (username/password) for each such eligible account outlined in the subscription.

2. **The End User's Conduct and Use:** The End User shall be solely responsible for the contents of his/her usage of the cameras, hardware, devices, or other equipment ("Products") in connection with the Services and such usage shall be in compliance with all applicable local, state, national, and international laws and regulations. The End User shall:

- Not use the Services for illegal or unlawful purposes;
- Not cause loss or create service degradation for other users;
- Comply with all regulations, policies and procedures of networks connected to the Services.

3. **Eligibility for Use of Services:** Each End User must be at least 18 years old, or the age of majority, as determined by the laws of his or her State of residency.

4. **Safety and Parental Control:** It is the End User's responsibility to exercise discretion and observe all safety measures required by all applicable laws, rules, regulations, and industry standards, as well as their own common sense.

5. **Onboarding:** STARCOMM agrees to assist the End User with the onboarding of certain Services in a workmanlike manner. The End User warrants that it: (a) requested the Products and Services specified in the underlying agreement for its own use and not for the benefit of any other party, (b) owns the premises where the Products are being installed or has the legal authority to install such Products in the premises and (c) will comply with all laws, codes and regulations pertaining to the Products and Services provided by STARCOMM under this EULA.

6. **Intellectual Property:** End Users shall not copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated in the Services, or otherwise modify or tamper with, any Products required to use the Services. The Services shall not be used by End Users to use, copy or otherwise reproduce, publish, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of STARCOMM or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

7. **Security and Access to Password Protected/Secured Areas:** The data transmitted between the servers and the Products is encrypted for the End User's protection. However, the security of information transmitted through the Internet can never be guaranteed. End User shall agree that STARCOMM and its representatives are not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data. The End User shall agree to be responsible for maintaining the security of any password, user ID,

or other form of authentication involved in obtaining access to password protected or secure areas of the Products and Services.

8. **Service Interruptions:** The End User shall acknowledge that the Services may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which we cannot control. Services might also not be available in certain places. STARCOMM and its agents are not responsible for any interruptions of the Services.

9. **Archives and Backups:** All cloud recorded backups are archived and saved for thirty (30) days. After such period, STARCOMM reserves the right to delete any recordings made. STARCOMM provides an unlimited number of forensic video reviews for events reported within fourteen (14) days. In the case that footage outside the scope of STARCOMM's standard fourteen (14) day review request protocol is needed, STARCOMM will provide this additional footage in raw/unedited form via physical media or a downloadable link to support the End User's needs. Upon written request by End User's authorized representatives, End User may obtain these recordings for its use. STARCOMM reserves the right to cooperate with any proper authority by providing copies of its captured images upon the request of such authority via subpoena. STARCOMM does not monitor the live footage of the video images. Other than routine maintenance and quality of service checks, STARCOMM will only observe and monitor the captured images upon request by End User to review such images captured during a specified date and time period that has already been captured. If criminal activity is discovered during its review of the requested recordings, as determined in STARCOMM's sole discretion, STARCOMM retains the right, but not the obligation, to report such purported criminal activities to the proper authorities without End User's consent and/or approval. STARCOMM is not responsible for the inability to access or recover any recordings.

10. **Limited Warranty:** THE USE OF THE SERVICES IS ENTIRELY AT END USER'S OWN RISK AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT AND RESULTS OBTAINED THROUGH THE PRODUCTS AND SERVICES. NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE TO END USER REGARDING THE PRODUCTS AND SERVICES OR ANY CAMERA, SENSOR OR OTHER DEVICE OR THAT ACCESS TO OR USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE DISCLAIMED. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. THE PRODUCTS AND SERVICES PROVIDER IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD PARTIES. WE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF USE OF THE PRODUCTS AND SERVICES OR INABILITY TO GAIN ACCESS TO OR USE THE PRODUCTS AND SERVICES OR OUT OF ANY BREACH OF ANY WARRANTY. THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE PRODUCTS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY LOSS OF OR USE OF END USER'S DNS NAME, OR FOR INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STARCOMM DISCLAIMS

ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, EITHER EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, COLLATERALLY OR OTHERWISE).

11. **Your Risk:** YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD US OR OUR CONTRACTORS OR LICENSORS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY OR GUARANTEE IN ANY WAY WHATSOEVER RELATING TO THE PRODUCTS AND SERVICES.

12. **Third Parties:** THE THIRD PARTY LINKS, SERVICES, GOODS, RESOURCES AND CONTENT, IF AVAILABLE ON THE SERVICES, ARE NOT CONTROLLED BY US. ACCORDINGLY, WE MAKE NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, GOODS, RESOURCES, AND CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. WE WILL NOT BE LIABLE FOR YOUR ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, THE PRODUCTS AND SERVICES.

13. **Federal, State, Provincial Law:** SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. **No Rental/Commercial Hosting:** You may not rent, lease, lend or provide commercial hosting services with any STARCOMM Services.

15. **Consent to Use of Data:** You agree that STARCOMM, its service providers, and their respective affiliates may collect and use technical information gathered as part of the services provided to you, if any, related to the Services. STARCOMM may use this information to improve our products or to provide customized services or technologies to you and for any other lawful manner, provided such use will not disclose this technical information in a form that personally identifies you.

16. **Fair Usage Policy:** Fair usage policy applies to the Fixed Cloud Plans. The Fixed Cloud Plans were developed to guarantee additional discounts for the customers, as well as predictability and control in the billing process. Fair usage is based on the average bandwidth consumption per month and allows for some overages. In case of excessive data consumption the specific camera plans will be automatically switched to Pay-As-You-Go plan model to reflect the total data consumed. A warning notification of the excessive bandwidth usage will be issued at the end of the month when the overage took place. EXTRA CHARGES COULD BE APPLIED.

17. **Additional Software/Services:** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the software used in the connection with the Services ("Software") that STARCOMM may provide to you or make available to you, unless they are accompanied by separate terms. STARCOMM reserves the right to discontinue Internet-based Services provided to you or made available to you through the use of the Software.

18. **Export Restrictions:** You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the products and services, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

19. **Termination:** Without prejudice to any other rights, STARCOMM may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

20. **Severability:** To the extent the terms of any STARCOMM policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.