



END USER LICENSE AGREEMENT (EULA)

FOR

SITEWATCHER™: HOSTED VIDEO AS A SERVICE (HVaaS)

Terms and Conditions of Use of SiteWatcher™

(This document references end user use of the CamSentry™ SiteWatcher™ Services. It is posted here for your reference.)

CamSentry™, LLC License and Service Agreement

This agreement (the "Agreement") is a legal agreement between you, either an individual or a single legal entity ("You"), and CamSentry™, LLC ("CamSentry"). This Agreement governs your use of the SiteWatcher hosted video surveillance, storage, and retrieval system and software, including any updates that may be provided to you and any accompanying written documentation, collectively known as the "Services."

PRIVACY AND COMMUNICATIONS

You acknowledge and agree that CamSentry may occasionally send you administrative communications regarding your account or the Service via email.

ACCOUNTS, PASSWORDS, AND SECURITY

You must be a registered user to access the Services. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password or the/any associated encryption key for your account, you may not be able to access your data.

ACCEPTABLE USE OF THE SERVICES

You are solely responsible for your conduct and your data related to the Services. You agree to indemnify, defend, and hold harmless CamSentry and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Services, or your violation of these terms.

The Services are made available to you or your company only for personal or commercial use, which use must be in compliance with all applicable laws, rules and regulations, and must not infringe or violate third party rights.

Any unauthorized use of any CamSentry computer system or Services is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

CONSENT TO COLLECT NON-PERSONAL INFORMATION AND USE OF DATA

The Services may collect certain non-personally identifiable information that resides on your computer or is generated by your use of the Services, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Services, and configuration settings. This information collected will be sent to CamSentry and may be used by CamSentry without restriction.

When you capture or manipulate data via the Services, you agree that we and our service providers may copy and store such data as part of the Services.

CHANGES TO THE SERVICES AND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

CamSentry reserves the right at any time to modify, suspend, or discontinue providing the Services or any part thereof in its sole discretion with or without notice.

CamSentry will use commercially reasonable efforts to notify you of modification, suspension, or discontinuance of the Services either by sending an email to the email address you provide with your registration or by a posting on CamSentry.com website. However, in no event will CamSentry be liable to you or to any third party for any modification, suspension or discontinuance of the Services with or without notice.

CamSentry reserves the right at any time to modify this Agreement in its sole discretion, without liability to you. This Agreement, as amended, will be effective upon acceptance of registration for new users and effective for all existing users 15 days after the posting of any amended terms on the CamSentry.com website. You agree to be bound by this Agreement, as modified. If you do not agree to any changes to this Agreement, you must terminate your account immediately.

USE OF SERVICES

Subject to the terms and conditions of this Agreement, CamSentry grants you a non-exclusive license to use and execute the Services through a web browser on your personal or company's computers or other browser-based devices and only for the purpose of accessing and using the Services. Certain third party code may be provided with the Services. The third-party license terms accompanying such code, and not the terms of this EULA, will govern your use of such code.

The Services, its structure, methods of delivery, organization, source code, and documentation contain valuable trade secrets of CamSentry and its licensors, and accordingly you agree not to (and agree not to allow third parties to) (1) sublicense, lease, rent, loan, transfer, or distribute the Services, any portion thereof, or any derivative thereof, to any third party; (2) modify, adapt, translate, or prepare derivative works from the Services; (3) decompile, reverse engineer, disassemble or otherwise attempt to derive any code from the Services; (4) extract portions of the Service's files for use in other applications; or (5) remove, obscure, or alter CamSentry's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services.

INTELLECTUAL PROPERTY

You acknowledge that CamSentry or third parties own all right, title and interest in and to the Services, portions thereof, or software or content provided through or in conjunction with the Services, including without limitation all intellectual property rights. Except for the license granted in this Section, all rights in and to the Services are reserved, and no implied licenses are granted by CamSentry

If you have comments on the Service or ideas on how to improve them, please visit <http://camsentry.com>. Please be aware that by doing so, you also grant CamSentry a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate your ideas or comments into the Services (or third party software, content, or services), and to otherwise exploit your ideas and comments, in each case without further compensation.

TERM AND TERMINATION

This Agreement is effective upon signing up for the CamSentry Services and remains in effect until the users' account is terminated.

Unless you have a contract that states a specific time commitment for your use of the Services, you may terminate this Agreement at any time by closing your account.

This Agreement automatically terminates if you fail to comply with its terms and conditions. CamSentry reserves the right to refuse or discontinue participation to any user at any time at its sole discretion.

You agree that, upon such termination, your access rights to the Service will immediately terminate.

The terms of the Sections entitled Consent to Collect Non-Personal Information, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, and Miscellaneous will survive expiration or termination.

If this Agreement terminates, other than for your failure to comply, CamSentry will use commercially reasonable efforts to make your data available for you to download for a period of three (3) days. CamSentry has no obligation to provide you with a copy of your data and may remove and discard any data.

DISCLAIMER OF WARRANTIES

THE SERVICES AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. CAMSENTRY AND SUCH THIRD PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES AND SUCH THIRD PARTY SOFTWARE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD AND/OR USE THE SERVICES, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICES, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SERVICES AND SUCH THIRD PARTY SOFTWARE AND SERVICES.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CAMSENTRY, ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF CAMSENTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF CAMSENTRY, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO CAMSENTRY FOR THE SERVICES. IF THE SERVICES ARE PROVIDED WITHOUT CHARGE, THEN CAMSENTRY AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR DIRECT DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

THE SERVICES ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH,

PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND LICENSEE AGREES THAT LICENSOR WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SERVICES.

MISCELLANEOUS PROVISIONS

You acknowledge and agree that the Services which are the subject of this Agreement, may be controlled for export purposes. You agree to comply with all United States export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. If you are located in a country subject to embargo by the United States government, you are not entitled to use the Services.

This agreement will be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

The failure of CamSentry to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CamSentry.

All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts serving Salt Lake County, Utah, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit CamSentry from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of CamSentry. CamSentry may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

Contacting CamSentry Corporation

Users with questions about this Agreement may contact CamSentry via email: eula@CamSentry.com

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