



STANDARD TERMS AND CONDITIONS

This Master Customer Agreement ("Agreement") is made and entered into as of the Effective Date of the first Order Form or Renewal Order Form (collectively, an "Order Form") executed between Envysion, Inc. ("Envysion") and the Customer, described in such Order Form ("Customer"). CUSTOMER SHOULD CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM. BY SIGNING AN ORDER FORM OR USING SUCH SERVICES, CUSTOMER CONFIRMS THAT CUSTOMER HAS READ AND ACCEPTED THIS AGREEMENT.

The terms and conditions of this Agreement shall govern the Service(s) to be provided by Envysion or Sold Equipment purchased by Customer under any Order Form submitted by Customer and accepted by Envysion, as though the provisions of this Agreement were set forth in their entirety within such Order Form, and so that each Order Form and this Agreement shall be considered one, fully integrated document and agreement. Capitalized terms herein used which are not herein defined shall have the respective meanings ascribed to them in Section 19.

1. SERVICE.

Envysion provides managed video as a service over the Internet that includes Envysion Insight™ and/or Envysion Video™ (the "Service"). The Service consists of access and use of (a) the EnVR® and the EnVR® Software (unless the EnVR® is purchased as Sold Equipment pursuant to an Order Form), (b) the Envysion Application™ Software (c) the Envysion Player™ Software and (d) the Service Equipment. Envysion reserves the right to make changes, modifications and enhancements to the Service from time to time in its sole discretion.

2. LICENSE GRANT.

Subject to the terms and conditions of this Agreement, Envysion hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable license to use the Service as provided hereunder solely for Customer's internal business purposes and solely in accordance with the Documentation and only for the Customer location(s) and number of users specified in an Order Form.

3. LICENSE RESTRICTIONS AND LIMITATION OF USE.

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) interfere with or disrupt the integrity or performance of the Service or the Content in any manner; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; (iv) remove, alter, or obscure any proprietary notices (including copyright notices) of Envysion or its licensors contained within the Documentation or displayed in connection with the Service (including Software); (v) modify or make derivative works based upon the Service or the Content; (vi) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (vii) itself, or permit others, to duplicate, copy, translate, disassemble, decompile, reverse engineer or remanufacture the Software in whole or in part or otherwise attempt to derive the source code for the Software; (viii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service; or (ix) otherwise use the Service or the Software except as expressly allowed under this Agreement.

Customer may not release to any third party the results of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without the prior written approval of Envysion.

Additionally, Customer may use the Service only for its own internal business purposes and shall not use the Service to: (i) send spam or duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; or (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

4. SUPPORT AND SERVICE LEVELS.

As part of Service and subject to the terms and conditions of this Agreement, including Customer's payment of all applicable fees, Envysion will use commercially reasonable efforts to (a) ensure that the Service is accessible through the Envysion Site over normal network connections, excepting downtime due to necessary maintenance and troubleshooting; (b) maintain the security of the Service; and (c) provide telephone, e-mail and web-based support services during Envysion's regular business hours for Service-related questions. Without limiting the foregoing, Envysion shall use commercially reasonable efforts to meet the service levels specified in **Exhibit A**.

5. ORDERS.

Customer shall order the Service, Sold Equipment and/or Installation Services by completing and signing an Order Form. Each Order Form shall be subject to acceptance by Envysion, in its sole discretion, through Envysion's signature or performance thereunder. An accepted Order Form may only be modified by an executed Change Order. In the event that Customer purchases Sold Equipment from Envysion under an Order Form, such Sold Equipment shall be subject to the Equipment Purchase Addendum.

Each accepted Order Form and Change Order shall become incorporated herein by reference. Terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of the Service, Sold Equipment and/or Installation Services by Envysion will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of Envysion to object to such terms, provisions or conditions. To the extent there is any inconsistency with or conflict between the terms of this Agreement and those contained in an Order Form or Change Order, this Agreement will control and take precedence unless otherwise agreed in writing in that Order Form or Change Order (as the case may be) specifically citing the provisions of this Agreement that will be modified or changed.

Customer shall provide Envysion a fully executed purchase order or executed purchase order exception form (provided by Envysion) for each accepted Order Form or Change Order.

6. CANCELLATIONS.

Customer may not cancel any Order Form or Change Order, in whole or in part, without the prior written approval of Envysion. In the event that any Order Form or Change Order is cancelled, Customer shall reimburse Envysion for all reasonable costs arising from such cancellation, including any restocking fees and service trip charges, and unless otherwise agreed to in writing by Envysion, Customer shall remain responsible for all amounts payable under such Order Form or Change Order pursuant to Section 10.

7. INSTALLATION SERVICES.

Customer may purchase Installation Services from Envysion for the following services:

- (a) installation and setup of the EnVR® and/or Service Equipment;
- (b) installation and any associated wiring for all cameras (subject to restrictions below);
- (c) connection to a standard Internet connection; and
- (d) integration with Envysion's approved point of sale system if Customer has ordered and paid for this capability. Envysion's point of sale integration does not request, process or collect personal credit card information.

Installation Services do not include services, hardware, setup, configuration, or wiring associated with Customer's Internet connection for which Customer is solely responsible. All installation schedules will be mutually agreed to by the parties. Customer must obtain all local permissions and approvals for Installation Services prior to initiation. Customer must advise Envysion of any specific code related, union, or landlord requirements that would impact the install (e.g., special wiring, etc.). Customer will be responsible for any incremental costs incurred based on lack of Internet access, point of sale configuration issues, and permitting or compliance issues associated with the installation. These incremental costs, should they arise, will be documented and presented to Customer as separate line items on the applicable invoice(s).

Installation will be deemed completed when Envysion or its authorized third-party installer informs Customer that it has completed the Installation Services. Promptly after completion of the installation, Customer shall perform acceptance testing of the Service to confirm conformity with the Order Form (or Change Order) and with applicable Envysion specifications and Documentation. Customer shall notify Envysion in writing of any material non-conformities of the Service within two (2) business days after installation. Envysion will use reasonable commercial efforts to correct any such non-conformities. If the Service is in material conformance with Envysion's applicable specifications and Documentation or Customer fails to notify Envysion of any non-conformities within such two (2) business day period, the Service will be deemed to have been accepted ("Accepted"). Acceptance shall not be delayed due to any non-performance by Customer of its obligations associated with the Service, Installation Services or Sold Equipment.

8. CUSTOMER COOPERATION.

Customer shall provide Envysion with such resources, information and assistance as Envysion may reasonably request in connection with Envysion's performance of the Installation Services and the Service, including Internet access, applicable hardware and a suitable work environment. Customer acknowledges and agrees that Envysion's ability to successfully perform the Installation Services and the Service in a timely manner is contingent upon its receipt from Customer of the information, resources and assistance requested. Envysion shall have no liability for deficiencies in the Installation Services or the Service resulting from the acts or omissions of Customer, its agents or employees, and in the event Envysion is required to expend additional efforts under this Agreement due to any lack of Customer information, resources and assistance, the schedule in the applicable Order Form or Change Order and the fees payable under Section 10 of this Agreement shall be equitably adjusted.

9. ACCOUNT INFORMATION AND DATA.

Envysion does not own any Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Envysion

shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach or bankruptcy/insolvency under Section 12), Envysion will make available to Customer a file of the Customer Data if requested by Customer within thirty (30) days of termination. Customer agrees and acknowledges that (i) Envysion is not obligated to retain Customer Data for longer than thirty (30) days after termination, and (ii) Envysion has no obligation to retain Customer Data, and may delete Customer Data, if Customer has materially breached this Agreement, including any failure to pay outstanding fees, and such breach has not been cured within ten (10) days of notice of such breach. Upon termination for cause resulting from an uncured breach, Customer's right to access or use Customer Data shall immediately cease, and Envysion shall have no obligation to maintain or forward any Customer Data.

10. FEES AND PAYMENT TERMS.

The fees and charges for the Service, Sold Equipment, Installation Services or other products/services shall be set forth in the applicable Order Form or Change Order. Customer acknowledges that the fee for the Service is based on the number of cameras connected to the EnVR® and shall include a license fee for each EnVR®, including any related part upgrades, and license fees, and fees for use of Service Equipment (collectively, the "Service Fee"). Except as provided for in Section 6 of this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable. A Change Order shall be executed for any incremental charges that result from changes or unanticipated problems during the installation process, including additional equipment required, additional labor charges or other changes requested by Customer.

All amounts due hereunder are exclusive of, and Customer shall pay, all freight, insurance, sales, use and other taxes, export and import fees, customs duties, network access fees, regulatory charges and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Envysion's net income.

Unless otherwise expressly provided in an applicable Order Form, and subject to credit approval, Customer will pay Envysion all amounts due within thirty (30) days after the date of invoice. Customer acknowledges that Envysion reserves the right to require automatic payments by credit card or automated clearing house (ACH). All payments must be made in U.S. dollars.

11. NONPAYMENT AND SUSPENSION.

In addition to any other rights granted to Envysion under applicable law and/or this Agreement, Envysion reserves the right to suspend Customer's access to the Service if Customer's account becomes delinquent and is uncured for a period of ten (10) days. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is less, from the date due, plus all expenses of collection. Customer will continue to be charged for Service Fees during any period of Service suspension.

12. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall continue for as long as any applicable Order Form associated herewith remains in effect or as long as Envysion continues to provide Customer with the Service hereunder, whichever is longer. The term of each individual Order Form shall commence on the date the Service is Accepted by Customer and shall continue for the period specified on the applicable Order Form ("Initial Order Term") unless terminated as set forth in this Section 12. Following the expiration of the Initial Order Term, the term of the applicable Order Form shall automatically renew for periods of one (1) year each (or such other renewal period(s) specified in such Order Form) (each a "Renewal Order Term") unless (i) this Agreement expires or is terminated as provided for under this Section 12; or (ii) either party provides written notice of non-renewal at least sixty (60) days prior to the end of the Initial Order Term or the then-current Renewal Order Term (the Initial Order Term and each Renewal Order Term shall be collectively referred to as the "Order Term". Each Renewal Order Term shall be on the same terms and conditions set forth in this Agreement, except the fees (including the Service Fee) shall be charged at Envysion's then-current rates unless otherwise stated in the applicable Order Form or otherwise agreed to by Envysion in writing. Unless otherwise expressly set forth in a Change Order, the Order Term for any Change Order shall be the same Order Term of the corresponding Order Form.

Either party may terminate this Agreement or an Order Form upon written notice if the other party (a) is in default with respect to any material term or condition of this Agreement and such failure or default continues unremedied for a period of thirty (30) days (ten (10) days for nonpayment) following written notice of such failure or default; (b) shall formally declare bankruptcy, insolvency, reorganization, liquidation, or receivership; or (c) shall have instigated against it bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings, and shall fail to remove itself from such proceedings within ten (10) days from the date of institution of such proceedings.

In the event of any termination of this Agreement or an Order Form, any amounts owed to Envysion under this Agreement and/or the Order Form (as the case may be) before such termination or expiration will be immediately due and payable. In addition, in the event an Order Form is terminated before the expiration of its Order Term (excluding any termination by Customer for Envysion's uncured breach or bankruptcy/insolvency), Customer shall remain responsible for the payment of all unpaid amounts under such Order Form for the remainder of the Order Term (had termination not occurred), and all such amounts shall become immediately due and payable.

Upon termination or expiration of this Agreement for any reason, all rights granted by Envysion to Customer in this Agreement will immediately cease to exist and Customer must (a) discontinue all use of the Service; (b) return to Envysion

or destroy (as instructed by Envysion), at Customer's expense, all copies of Documentation in Customer's possession or control; (c) return to Envysion, at Customer's expense, all EnVR®s (except for any EnVR® purchased as Sold Equipment pursuant to an Order Form) in good working order; and (d) either return to Envysion, at Customer's expense, all Service Equipment in good working order or purchase such Service Equipment at Envysion's then-current list price amortized over the twenty-four (24) month period following the commencement of the Initial Order Term.

Sections 3, 9, 12, 13, 14, 15, 16, 17 and 18, together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

13. PROPRIETARY RIGHTS AND RESPONSIBILITY FOR SERVICE EQUIPMENT.

Notwithstanding anything contained herein to the contrary, the Service, Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Envysion and its licensors. For the avoidance of doubt, Customer acknowledges and agrees that (a) unless an EnVR® is purchased as Equipment pursuant to an Order Form, title to each EnVR®s (including any Software incorporated or embedded therein, which is licensed and not sold to Customer hereunder), shall remain with Envysion and (b) title to all Service Equipment shall remain with Envysion. All rights not expressly granted to Customer under this Agreement are reserved by Envysion and its licensors.

Customer shall use the Service Equipment during the Order Term only in connection with the Service. All Service Equipment, while in Customer's custody or control, shall be held at Customer's risk, shall be kept insured by Customer at Customer's expense in an amount equal to the replacement cost with loss payable to Envysion.

14. LIMITED WARRANTY.

During the term of this Agreement and during each Order Term, Envysion warrants that the Service will perform substantially in accordance with the current Documentation provided by Envysion. In the event that the Service fails to perform in accordance with this warranty, Customer must promptly inform Envysion of such fact. The entire obligation of Envysion and Customer's sole and exclusive remedy for breach of this warranty is limited, at Envysion sole option, to Envysion either (a) repairing the Service and correcting any defects in performance without any additional charge to Customer, or (b) in the event that such repair is not commercially practicable, as determined by Envysion, terminating this Agreement and any related Order Forms and providing Customer a refund of any paid but unused fees for the Service. Envysion does not warrant that Customer's use of the Service will be error-free or uninterrupted. This limited warranty is contingent upon proper use of the Service pursuant to the Documentation and is void if the Service has been subjected to unusual stress or misuse of any kind, if any service or maintenance has been performed by any party not authorized by Envysion or if any modifications of any type have been made to the Service by any party not authorized by Envysion, including installation of unauthorized software or hardware on the Service.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND ENVYSION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Any warranty provided by Envysion with respect to any Sold Equipment shall be set forth in the Equipment Purchase Addendum.

15. INDEMNIFICATION.

Customer will defend, indemnify and hold harmless Envysion and its affiliated companies and each of their respective officers, directors, employees and agents from and against any claims, liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and defense costs) which may be sustained or suffered by any of them arising out of or based upon (a) any activities taking place at any Customer location(s), including any property damage or personal injury (including death) occurring at such Customer location(s); (b) Customer's (and its Users') access to and use of the Service, Service Equipment and/or Sold Equipment; and/or (c) Customer's breach of its obligations, representations and/or warranties under this Agreement; provided, however, Customer shall have no indemnity obligations under this Section 15 to the extent any such claim results from Envysion's gross negligence or willful misconduct.

Envysion will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Service (including the Software) infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and Envysion will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Service becomes, or in Envysion's opinion is likely to become, the subject of an infringement claim, Envysion may, at its option and expense, either (i) procure for Customer the right to continue using the Service, (ii) replace or modify the Service so that it becomes non-infringing, or (iii) terminate this Agreement upon written notice to Customer and refund Customer the Service Fees paid for the Service during the twelve (12) month period preceding the effective date of termination. Notwithstanding the foregoing, Envysion will have no obligation under this Section 15 or otherwise with respect to any infringement claim based upon (a) any use of the Service not in accordance with this Agreement, the applicable Order Form or the Documentation or for purposes not intended by Envysion, (b) any use of the Service in combination with other products, equipment or software not intended by Envysion to be used with the Service, (c) any Customer Data, or (d) any modification of the Service (including the Software) by any person other than Envysion or its authorized agents or subcontractors. THIS SECTION 15 STATES ENVYSION'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

In connection with the indemnification obligations under this Section 15, the party to be indemnified (the "**Indemnified Party**") shall give the indemnifying party (the "**Indemnifying Party**") prompt written notice of any covered claim, allow the Indemnifying Party to control the defense and settlement of the claim, and cooperate with the Indemnifying Party, at the Indemnifying Party's reasonable request and expense, in defending or settling the claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to participate in (but not control) the defense of any such claim with counsel of its choice and at its own expense.

16. LIMITATION OF LIABILITY.

IN NO EVENT WILL ENVYSION BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY PENALTIES TO WHICH CUSTOMER MAY BE SUBJECT, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE IN ANY WAY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ENVYSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENVYSION'S TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE AMOUNTS PAID TO ENVYSION BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY.

17. CONFIDENTIALITY.

The party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

The Receiving Party's obligations under this Section 17 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or upon the expiration or termination of this Agreement; provided, however, the Receiving Party may retain one (1) archival copy for record retention purposes and compliance with applicable law. Upon the request of the Disclosing Party, the Receiving Party will certify in a writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 17.

Each party acknowledges that a breach or threatened breach of this Section 17 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any

other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 17 by the other party or any of its employees or agents.

18. GENERAL PROVISIONS.

18.1 Compliance with Laws and Export Regulations.

Customer shall comply with all applicable laws and regulations concerning its use of the Service, including all applicable privacy laws and export and import control laws and regulations. Customer will defend, indemnify, and hold Envysion harmless from and against any breach of this Section 18.1.

18.2 Assignment.

Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to Customer hereunder) to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise; provided, however, for any such assignment by Customer to be valid, (a) Customer must provide written notice to Envysion prior to such assignment, (b) all amounts due and payable at such time must be immediately paid to Envysion and (c) the assignee must execute an assignment and assumption agreement (in a form approved by Envysion) that confirms such assignee's assumption of all of Customer's obligations hereunder.

18.3 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile (fax), or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth above, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

18.4 Relationship of Parties.

The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

18.5 Force Majeure.

Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party. Without limiting the generality of the foregoing, Customer acknowledges that Envysion's Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Envysion is not responsible for delays, delivery failures or other damage resulting from such problems.

18.6 Governing Law and Venue.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Except for any injunctive or other equitable relief pursuant to Section 17, any action or proceeding arising from or relating to this Agreement shall be brought exclusively in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

18.7 Waivers.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18.8 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

18.9 Publicity.

Customer hereby grants to Envysion the limited right to use Customer's name and marks in marketing and publicity materials listing Customer as a customer of Envysion; provided, however, any such use must be pre-approved by Customer, which approval shall not be unreasonably withheld or delayed.

18.10 Construction.

The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

18.11 Entire Agreement.



This Agreement, including any Order Forms, Change Orders and attachments hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

19. DEFINITIONS.

"Change Order" means a written document (in a form approved by Envysion) that is executed by the parties and that alters the terms of a previously accepted Order Form.

"Confidential Information" means the terms and conditions of this Agreement and all information related to a party's business, financial affairs or operations, including information related to business plans, technology, source code, product or service development plans, pricing, techniques and methods, which is either marked or identified as confidential or which the receiving party knew or reasonably should have known, under the circumstances, was confidential. Without limiting the foregoing, the Software shall be considered the Confidential Information of Envysion.

"Content" means the audio and visual information, documents, software, products and services contained in or made available via the Service, other than Customer Data.

"Customer Data" means any data, information or material that Customer or Customer's Users, subscribers or partners may disclose or submit in the course of using the Service.

"Documentation" means the user manuals and other technical documentation made available by Envysion to Customer for the Service in either electronic, online help files or hard copy format.

"EnVR®" means a physical computer located at a Customer location that enables digital video recording and also contains the Envysion EnVR® Software product. The EnVR® is included as part of the Service unless it is expressly designated as Sold Equipment under an Order Form.

"Envysion Application™ Software" means the software application hosted by Envysion that provides the Envysion Insight™ and Envysion Video™ managed video content.

"Envysion EnVR™ Software" means the software (in object code format) that resides on the EnVR® or other Envysion approved device.

"Envysion Insight™" means the Service that provides the integration of video surveillance content with point of sale or other data for the purpose of associating video with data, custom reports and alerts related to the data.

"Envysion Player™ Software" means the software product that is downloaded over the Internet that renders video within a web browser.

"Envysion Site" means the web site located at a unique URL to be provided by Envysion to Customer where Users may access and use the Service.

"Envysion Video™" means the Service that provides video surveillance.

"Equipment Purchase Addendum" means the document attached hereto as **Exhibit B** that covers Customer's purchase of Sold Equipment from Envysion. The terms and conditions set forth in an Equipment Purchase Addendum shall be added to and supersede (in the event of a conflict) the terms and conditions of this Agreement and the applicable Order Form. Envysion reserves the right to update the Equipment Purchase Addendum from time to time upon written notice to Customer; provided, however, any such updates shall only apply to Sold Equipment purchased by Customer following such written notice.

"Intellectual Property Rights" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

"Order Form" means the form evidencing the initial subscription order for the Service and/or the purchase of any Installation Services or Sold Equipment and any subsequent orders for any of the foregoing submitted online or in written form. Each Order Form shall be in the form of a Customer issued purchase order or such other form approved by Envysion and shall specify, among other things, the order effective date, the products/services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties.

"Service Equipment" means the physical equipment, such as cameras, monitors, and other related equipment, accessories or parts (excluding the EnVR®) that Customer receives from Envysion as part of the Service and for which title does not pass to Customer.

"Software" means collectively the Envysion Application™ Software, Envysion EnVR® Software, and Envysion Player™ Software, including all updates, upgrades, enhancements and error corrections made generally available by Envysion in its sole discretion.

"Sold Equipment" means the physical equipment, such as cameras, monitors, and other related equipment, accessories or parts, but excluding any Software that may be installed on such Equipment, that Customer purchases from Envysion under an Order Form whereby title to the Equipment passes to Customer.

"Users" mean Customer's personnel who are authorized by Customer to use the Service on behalf of Customer and have been supplied user identifications and passwords for this purpose.



STANDARD TERMS AND CONDITIONS

EXHIBIT A – SUPPORT LEVELS

During the Order Term, Envysion shall provide Envysion Notifies™, and, if purchased by Customer, Envysion Responds™ or Envysion Maintains™, as provided for in this Exhibit A.

SUPPORT LEVELS:

Envysion Notifies™	Envysion Responds™	Envysion Maintains™
In the event that a camera or EnVR® is disconnected from the Service, Envysion will notify the User of the problem.	In addition to notifying Users of existing issues, Envysion will automatically start working to correct the problem, providing Users with faster recovery of key video systems.	On top of automatic troubleshooting, Envysion guarantees our fastest response time, expedites replacement parts and covers certain on-site labor expenses to re-establish essential video with minimum downtime and repair costs.
<input checked="" type="checkbox"/> Automatic notification when an EnVR® or camera is offline <input checked="" type="checkbox"/> Remote troubleshooting	<input checked="" type="checkbox"/> Automatic notification when an EnVR® or camera is offline <input checked="" type="checkbox"/> Remote troubleshooting <input checked="" type="checkbox"/> Extended tech support hours <input checked="" type="checkbox"/> Proactive remote troubleshooting <input checked="" type="checkbox"/> Weekly system status reports	<input checked="" type="checkbox"/> Automatic notification when an EnVR® or camera is offline <input checked="" type="checkbox"/> Remote troubleshooting <input checked="" type="checkbox"/> Extended tech support hours <input checked="" type="checkbox"/> Proactive remote troubleshooting <input checked="" type="checkbox"/> Weekly system status reports <input checked="" type="checkbox"/> Next day freight for replacement parts <input checked="" type="checkbox"/> On-site troubleshooting for warranty equipment

	Envysion Notifies™	Envysion Responds™	Envysion Maintains™
Maximum down time before Envysion opens trouble ticket	n/a	12 hours	4 hours
Mean time to respond to open trouble ticket	24 hours	12 hours	4 hours
Tech support availability	8am - 5pm	6am – 8pm	6am – 8pm
Equipment delivery	Ground delivery*	Ground delivery*	Next day freight**
Tech support on-site	Next business day	Next business day	Next business day
Charges included	EnVR® replacement / exchange Standard shipping	EnVR® replacement / exchange Standard shipping	EnVR® replacement / exchange Expedited shipping On-site warranty Labor***

* Hardware replacements typically completed in less than six days. Expedited services are available for additional charge.

** Next day freight is available as required (requested by Customer and approved by Envysion). Next day freight requests must be received by 3pm MST.

***On-site repairs typically completed in less than two business days. Travel expenses are at an additional charge.



STANDARD TERMS AND CONDITIONS

EXHIBIT B – EQUIPMENT PURCHASE ADDENDUM

This Equipment Purchase Addendum (the “Sold Equipment Addendum”) applies to Sold Equipment purchased by Customer under an Order Form.

Envysion shall provide Customer with a one (1) year limited warranty on Sold Equipment as provided for in this Sold Equipment Addendum. Customer may purchase an extended warranty plan as provided herein.

1. LIMITED SOLD EQUIPMENT WARRANTY.

The warranty provided by Envysion under this Sold Equipment Addendum applies only to Sold Equipment purchased and used in the United States by the original purchaser and is limited to the terms set forth below. The Sold Equipment may also contain Software. Envysion provides a separate limited warranty for the Software. The limited warranty provided for in this Sold Equipment Addendum does not apply to the (a) Service, (b) Software (notwithstanding if Software is installed on the Sold Equipment), or (c) Installation Services.

Envysion warrants from one (1) year from the date the Sold Equipment is first shipped to Customer (“**Warranty Period**”) that the Sold Equipment is: (a) free from defects in materials and workmanship encountered in normal use of the product; and (b) conforms to its published Documentation. The warranty period for the Sold Equipment is a specified, fixed period defined above.

Customer's sole and exclusive remedy and the entire liability of Envysion and its suppliers under this limited warranty will be, at Envysion's sole option, to repair or replace the nonconforming Sold Equipment, at no charge, with new or reconditioned components, provided that Customer reports the nonconformity in writing to Envysion during the limited Warranty Period pursuant to the procedure set forth in Section 2 below; provided, however, in the event that such repair or replacement is not commercially practicable, as determined by Envysion, Envysion will provide Customer with a refund of the price paid to Envysion for such Sold Equipment. Replacement parts and products assume the remaining original warranty. Envysion does not warrant uninterrupted or error-free operation of the Sold Equipment, and shall not be liable for the loss or destruction of data or media resulting from the use or service of the Sold Equipment.

The warranty does not cover the repair or exchange of Sold Equipment resulting from misuse; accident; abuse; neglect; misapplication; fire, water, lightning or other acts of nature; unsuitable physical or operating environment; incorrect electrical line voltage, fluctuations, or surges; improper connection with any computer; product alteration or modification; improper or unauthorized disassembly or repair; cosmetic damage or product with altered serial numbers; or failure caused by a product for which Envysion is not responsible, as determined by Envysion. The warranty is voided by removal or alteration of Sold Equipment or any parts or identification labels.

OTHER THAN AS DESCRIBED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, RELATING TO THE SOLD EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ENVYSION SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE SOLD EQUIPMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF ENVYSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST ENVYSION BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE SOLD EQUIPMENT SOLD BY ENVYSION AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO CUSTOMER AND CUSTOMER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS SOLD EQUIPMENT SOLD BY ENVYSION. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE SOLD EQUIPMENT, IS NONTRANSFERABLE AND STATES CUSTOMER'S EXCLUSIVE REMEDY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

2. WARRANTY PROCEDURE.

In the event a warranty claim arises within the Warranty Period, Customer shall notify Envysion prior to the expiration of the Warranty Period with a detailed description of the claim and provide such other information as Envysion requires. Once Envysion verifies the claim, Envysion will at its discretion, repair or replace the Sold Equipment. Prior to returning the Sold Equipment, Customer must obtain a return materials authorization number (“**RMA**”) from Envysion. The RMA must be included with the returned Sold Equipment. Envysion will pay for the cost of shipping replacement Sold Equipment, parts or the cost of returning the Sold Equipment. Customer shall be responsible, at its own expense, for de-installing, re-installing and/or packaging Sold Equipment and/or parts for shipment to Envysion.

3. EXTENDED WARRANTY.

Customer may purchase an extended warranty plan to extend the warranty provisions for Sold Equipment purchased under an Order Form and as provided for in this Sold Equipment Addendum. The extended warranty plan, which extends the Warranty Period to the date specified in the extended warranty plan, must be purchased at the same time as the Sold Equipment.

4. DELIVERY.

Delivery shall be F.O.B. Envysion's point of shipment. Risk of loss and damage shall pass to Customer upon delivery to a common carrier at Envysion's point of shipment.

5. TITLE.

Title to the Sold Equipment (but not to any Software incorporated or embedded therein) shall pass to Customer at delivery; provided however, Customer hereby grants a security interest in the Sold Equipment sold under an Order Form and the proceeds thereof until payment of the full purchase price to Envysion. Customer agrees to execute financing statements and other documents as Envysion may reasonably request, and acknowledges that this Sold Equipment Addendum constitutes a proper security agreement to be used in connection with any such financing statement. Any rights not expressly granted to Customer hereunder are reserved by Envysion, its licensors and suppliers.