



**END USER TERMS
FOR i-PRO PRODUCTS AND SERVICES
Effective April 1, 2022**

1.1. Terms of Use

These End User Terms for i-PRO Products and Services ("End User Terms") form an agreement between i-PRO Americas Inc., a Delaware corporation ("i-PRO") and the customer ("you") who purchases i-PRO products, software, solutions and services ("Products") from i-PRO or an authorized distributor or reseller of i-PRO Products (a "Reseller"). These End User Terms set forth the terms governing your use for the Products as well as the applicable product warranties and return policies provided by i-PRO. By purchasing Products, you agree that your use of the Products is subject to these End User Terms regardless of whether you purchase the Products from i-PRO or a Reseller. Any quotation issued by i-PRO ("Quote") shall be valid for a period of 30 days unless earlier terminated by i-PRO in writing prior to your acceptance hereof. You may accept the Quote prior to its expiration date by executing and returning a copy to i-PRO or by making the specified payment or down payment. Your acceptance of the Quote does not form an agreement with i-PRO until final credit approval by i-PRO. If i-PRO rejects the Quote, i-PRO shall promptly return your down payment.

1.2. Prices, Payment, Shipment and Delivery

The prices, payment, shipment and delivery terms applicable to the Products shall be those set forth in the applicable invoice, Quote, or other purchasing agreement issued by i-PRO or the applicable Reseller that sets forth the terms of sale for the Products and which is accepted by you (the "Sales Agreement"). To the extent the Sales Agreement is between you and a Reseller, i-PRO is not a party to the Sales Agreement and shall be not responsible for any failure of the Reseller to perform in accordance with the Sales Agreement.

To the extent the Sales Agreement is between you and i-PRO, all prices for the Products set forth therein are exclusive of all applicable sales, use, value-added, customs and duties which shall be added to the invoice and paid by you unless you provide a tax exemption certificate acceptable to the relevant taxing authorities.

Payment terms are 30 days from the date of delivery. Delivery terms are F.O.B. destination from the U.S. point of shipment. i-PRO may make partial shipments and pricing terms will be prorated. If you do not specify a carrier, i-PRO will select a carrier and shall bill you the cost. Air freight will not be utilized unless specifically requested by you. You agree that i-PRO retains a purchase money security interest in the Products until all amounts are paid in full. At i-PRO's request, you agree to execute and deliver such financing statements for the Products as may be requested by i-PRO. You authorize and irrevocably appoint i-PRO as your attorney-in-fact, coupled with an interest, to take all actions i-PRO deems necessary or desirable to perfect its rights in the such security interests. i-PRO shall promptly discharge the financing statements once amounts are paid in full.

1.3. i-PRO Software and Cloud Solutions

To the extent that the Products include i-PRO installed software, mobile applications or cloud-based offerings (collectively, the "i-PRO Solutions"), all such i-PRO Solutions shall be subject to the Master Software and Cloud Services Terms set forth at: [Master EULA](#). The [Master EULA](#) is incorporated into these End User Terms by reference. In the event of a conflict or inconsistency between these End User Terms and the [Master EULA](#), the [Master EULA](#) shall control for i-PRO Solutions.

1.4. i-PRO CloUDE powered by Genetec

The Products you purchase may include a subscription to i-PRO CloUDE *powered by Genetec* ("i-PRO CloUDE"), a cloud service designed to store digital evidence captured from i-PRO Products. i-PRO CloUDE is powered by Genetec Inc. ("Genetec") and does not constitute an i-PRO Solution as such term is used herein.

i-PRO is authorized to distribute i-PRO CloUDE subject exclusively to the Genetec terms of use set forth at: [i-PRO CloUDE Terms](#) (the "CloUDE Terms"). In the event of a conflict or inconsistency between these End User Terms and the [i-PRO CloUDE Terms](#), the [i-PRO CloUDE Terms](#) shall control for i-PRO CloUDE.

Digital evidence stored within i-PRO CloUDE is subject to the storage limitations set forth in the CloUDE product descriptions. If you exceed such storage limitations, i-PRO shall have the right to charge you for such excess storage at a rate of 9 cents per GB per month. i-PRO also offers storage plans for storage of digital evidence that originate from sources other than i-PRO devices. Contact i-PRO support or an authorized reseller for more information.

At all times you are the owner of the digital evidence and metadata that you store in your i-PRO CloUDE environment. Accordingly, you may export up to 5TB of content from i-PRO CloUDE free of charge upon termination of your subscription. For content export in excess of this amount or professional services support, contact i-PRO support or an authorized reseller for more information.

1.5. Professional Services

Your purchase of the Products shall not include any professional consulting or support services from i-PRO (“[Professional Services](#)”) unless specifically set forth in the Sales Agreement. If you engage i-PRO to consult with you regarding the installation or configuration of the Products or in relation to other specific Professional Service needs, charges for such Professional Services shall be set forth in the Sales Agreement or in a statement of work between you and i-PRO. All Professional Services shall be governed by the i-PRO Professional Services Terms set forth at [Professional Service Terms](#).

1.6. Product Warranties

i-PRO warrants to the original purchaser of the Products only that all Products will be new and shall be free of defects in material and workmanship for a period of one (1) year (the “[Warranty Period](#)”). In the event of a breach of the foregoing warranty during the Warranty Period, your sole and exclusive remedy and i-PRO’s sole and exclusive obligation shall be to repair the Products and to provide replacement parts (new or rebuilt) without charge in exchange for return of the defective parts. Proof of date of original purchase may be required before warranty services shall be rendered. Video heads, new or rebuilt, will be exchanged for products for a period of three (3) years from the date of purchase.

This warranty covers only failures due to defects in material or workmanship and does not cover damage which results from: (a) shipment; (b)

installation, maintenance or other service performed by anyone other than i-PRO or its agents, (c) misuse, abuse, neglect, modifications, adjustments by the customer; or (d) fire, flood or other natural disasters. This warranty does not cover the cost of parts or labor required for preventive maintenance. The above warranties allocate the risks of Product failure between i-PRO and you, as authorized by the Uniform Commercial Code and other applicable law. i-PRO’s pricing reflects this allocation of risk and the limitations of liability contained herein.

The foregoing warranty shall not apply to the i-PRO Solutions and/or to i-PRO CloUDE, as such offerings shall be subject exclusively to the warranties set forth in Section 1.3 and 1.4, respectively.

1.7. Service Procedures / Return Policy

Warranty service for Products can be obtained after return authorization is obtained from i-PRO, prepaid and adequately insured. Products repaired under warranty shall be returned, shipping prepaid and adequately insured by i-PRO. On-site warranty service of Products can be arranged at i-PRO’s then current field service rates by contacting i-PRO.

In addition, new, unopened Products acquired directly from i-PRO shall be subject to the i-PRO return policy set forth at [Return Policy](#). Products acquired from a Reseller are subject to the applicable Reseller’s return policies and you must contact the Reseller regarding any request for a Product return.

1.8. LIMITS AND EXCLUSIONS

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, i-PRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. i-PRO DOES NOT REPRESENT THAT THE PRODUCTS WILL BE MEET YOUR REQUIREMENTS, OR THAT ANY ERRORS OR DEFECTS IN THE PRODUCTS WILL BE CORRECTED. i-PRO DOES NOT

ASSUME, AND SHALL NOT BE LIABLE OR RESPONSIBLE UNDER ANY THEORY OF LIABILITY FOR, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOSS OF SAVINGS, LOSS OF OR CORRUPTION OF DATA, OR BUSINESS INTERRUPTION EXPENSES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY i-PRO'S TOTAL, AGGREGATE LIABILITY FOR ANY DAMAGES ARISING UNDER THESE END USER TERMS OR RELATING TO THE PRODUCTS EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT GIVING RISE TO THE CLAIM.

1.9. Patent Indemnity

a) i-PRO shall indemnify, defend and hold you harmless from and against any third party claim that a Product (excluding i-PRO Solutions and i-PRO CloUDE) infringes a United States patent or copyright, subject to paragraph 1.9(b), i-PRO shall have the sole right to assume and control the defense and settlement of any proceeding against you relating thereto, and shall pay any judgment or settlement amount and other costs and expenses resulting from the final disposition of any such proceeding.

b) You shall immediately notify i-PRO of any such claim for which you seek indemnification under Section 1.9(a) and shall furnish to i-PRO all documents relating thereto. You shall provide all cooperation reasonably requested by i-PRO at i-PRO's expense. You shall not consent to any judgement or decree or pay or agree to pay any sum of money or to do any act in compromise of any claim without i-PRO's prior written consent.

c) In the event of any such claim or the threat of such a claim, i-PRO shall have the right, at its sole discretion, to obtain a license for you to continue to use the Products on a non-infringing basis, to change the product design so that the Products are no longer infringing the right of a third party, or to terminate this Agreement and refund to you the purchase price of the infringing Products and require the return of the infringing Products.

d) Notwithstanding anything to the contrary, i-PRO shall have no liability for any infringement arising from your combination of the Products with any other products not furnished by i-PRO; or that arises from i-PRO's reliance on designs, specifications or instructions provided by you.

You shall hold i-PRO harmless against any and all losses and expenses arising from a claim of infringement that is caused by you as set forth in this Section 1.9.

1.10. Design Changes

i-PRO retains the right at all times to make modifications to its Products in order to improve the performance or reliability thereof, or to simplify the design or due to material unavailability, including between the time or order and delivery. You will not have the right to approve any such Product design changes or modifications.

1.11. Data Requests

i-PRO will comply with all valid and lawful requests for your digital evidence or metadata. i-PRO is not responsible for the availability or accuracy of any digital evidence or metadata produced under such a request.

1.12. Excusable Delay

i-PRO shall not be liable for delay or failure in performance of its obligations under these End User Terms to the extent arising from any one or more of the following: acts of God, public enemy or war (declared or undeclared); acts of governmental or quasi-governmental authorities, regulations or restrictions imposed by law or by court action; fires, floods, explosions or other catastrophes; epidemics/ quarantines; strikes, lock outs, or similar labor disruptions; freight embargoes, or interruption of transportation; unusually severe weather; or any other causes, similar or dissimilar, beyond the control of i-PRO; and the time for performance by i-PRO shall be extended by a period of any such delay.

1.13. Assignment

You may not assign these End User Terms, in whole or in part, without the prior written consent of i-PRO. Any purported assignment or transfer contrary to the terms hereof shall be null and void and of no force or effect.

1.14. Severability

If one or more of the provisions of these End User Terms are declared invalid or unenforceable by a court or administrative decision, such invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other of the provisions except where those invalidated or unenforceable provisions comprise

and integral part of or are otherwise clearly inseparable from such other provisions.

1.15. Entire Agreement; Governing Law

These End User Terms together with the applicable Sales Agreement and all other terms incorporated into either of them by reference set forth the complete and entire agreement between you and i-PRO regarding your use of the Products. No other terms and conditions shall be binding upon i-PRO. If you issue a purchase order in connection with the Products, it shall be for your internal administrative purposes only and shall not serve to modify these End User Terms or the Sales Agreement. No delay on the part of either party in exercising any of its rights

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hereunder or the failure to exercise the same, shall operate as a waiver of such rights except in the specific instance. These End User Terms shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

1.16 Modifications.

i-PRO reserves the right to modify these End User Terms at any time without notice by posting an updated copy of these End User Terms to its website. All updates to the End User Terms shall be effective as of the date posted to the i-PRO website. The End User Terms in effect as of the effective date of your Sales Agreement for the Product shall govern your use of the Product.