

GENERAL TERMS AND CONDITIONS

In connection with the use of the online application and related systems (the “**Miovision Platform**”) and the provision of any related support (“**Support**”) by Miovision Technologies, Inc. (“**Miovision**”) or the purchase or rental of any hardware (“**Hardware**”) to be used in connection with the Miovision Platform, you and/or your organization (the “**Customer**”) hereby agree to the following terms, conditions, notices and applicable attachments contained herein (the “**Agreement**”):

BY ACCEPTING THIS AGREEMENT, EITHER BY: A) CLICKING AN ON-LINE BOX INDICATING YOUR ACCEPTANCE, B) SIGNING A SALES ORDER FORM WHICH REFERENCES THIS AGREEMENT (OR AN ATTACHMENT TO THIS AGREEMENT), OR C) USING, INSTALLING, OR ACTIVATING THE MIOVISION PLATFORM OR HARDWARE AFTER BEING MADE AWARE OF THESE GENERAL TERMS AND CONDITIONS, YOU AGREE TO THE TERMS, CONDITIONS AND NOTICES CONTAINED HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. YOU MAY NOT ENTER INTO THIS AGREEMENT AND/OR ACCESS THE ONLINE DATA PLATFORM IF YOU ARE A COMPETITOR OF MIOVISION OR ANY OF ITS AFFILIATES.

1. **DEFINITIONS.** For the purpose of this Agreement, unless the context otherwise requires, the following words shall have the respective meanings set out below and grammatical variations of such words shall have corresponding meanings:
 - a. “**Agents**” includes but is not limited to Miovision’s suppliers, affiliates, subsidiaries, directors, officers, shareholders, employees, and agents.
 - b. “**Agreement**” means the terms, conditions and notices contained herein and, where applicable, Attachment A – Miovision Platform, Attachment B – Hardware Purchase, and/or Attachment C – Hardware Rental.
 - c. “**Attachment**” means either Attachment A – Miovision Platform, Attachment B – Hardware Purchase, or Attachment C – Hardware Rental.
 - d. “**Business Day**” means Monday, Tuesday, Wednesday, Thursday, or Friday, except for those days which fall on a U.S. statutory holiday.
 - e. “**Claim**” includes but is not limited to all losses, liabilities, damages, claims, taxes, and all related costs and expenses incurred by a Party hereto only as the direct result of third party claims against such Party, including, without limitation, reasonable attorney’s fees and costs of investigation, litigation, settlement, judgment, interest and penalties.
 - f. “**Client**” means a third-party client of the Customer.

- g. **“Estimated Ship Date”** means the estimated date that the Hardware will ship to the Customer.
- h. **“Fees”** includes but is not limited to the Purchase Price and Rental Price of Hardware and any fees associated with the Miovision Platform, and Support provided by Miovision to the Customer.
- i. **“Hardware”** includes but is not limited to Classic Hardware and Scout Hardware, and their respective components, as further described and outlined on Miovision’s website at www.Miovision.com and as identified on the Sales Order Form.
- j. **“Miovision Platform”** means Miovision’s online application and related systems used to manage, process, and report data and interface with and manage Hardware.
- k. **“Miovision’s Confidential Information”** means all proprietary information of Miovision that is disclosed to the Customer pursuant to the Agreement, and includes but is not limited to Miovision’s IP and the terms and conditions of this Agreement.
- l. **“Miovision’s IP”** includes but is not limited to all copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights therein, associated with the Hardware and Miovision Platform and all modifications, changes, enhancements, or additions made thereto (whether initiated by the Customer or otherwise) to the Hardware and Miovision Platform.
- m. **“Parties”** means Miovision and the Customer.
- n. **“Party”** means Miovision or the Customer.
- o. **“Taxes”** includes but is not limited to all sales, uses, value added, or other taxes or duties, and any applicable export or import duties.
- p. **“Users”** means the Customer’s agents, contractors or employees.

2. **PAYMENT AND FEES.**

- a. **Fees.** All Fees will be due on such dates and for such amounts as indicated in an invoice prepared by Miovision and provided to the Customer in advance. Unless otherwise indicated, all Fees are quoted in U.S. dollars and are non-refundable, except as may otherwise be provided in this Agreement.
- b. **Taxes and Permits.** The Customer shall be responsible for all applicable Taxes payable in respect of any Fees or arising in connection with the use of the Miovision

Platform, Support provided by Miovision to the Customer, and the registration, licensing or possession, use or operation of any Hardware. If Miovision is required to pay Taxes on the Customer's behalf, the Customer agrees to reimburse Miovision for such payment immediately upon demand. If any tax in the nature of withholding tax is payable on any sums payable to Miovision under this Agreement, the Customer shall pay Miovision such amount as is necessary to ensure that the net amount received by Miovision after such withholding shall be equal to the amount originally due, unless the Customer provides Miovision with a valid exemption certificate authorized by the appropriate taxing authority. The Customer shall indemnify and hold harmless Miovision from any Taxes due and payable hereunder. The Customer, at its own cost and expense, shall comply with and conform to all applicable laws, ordinances, regulations and legislation in any way relating to the possession, use, operation, repair, maintenance, transportation, import or export of the hardware throughout the period such hardware is rented from Miovision, to the complete exoneration of Miovision from liability.

- c. **Expenses.** The Customer shall reimburse Miovision for all reasonable costs and expenses incurred by Miovision in providing Support to the Customer, as outlined in the Sales Order Form, unless otherwise specified or provided for herein. The Customer is responsible for all Internet connection charges incurred by it in connection with the use of the Miovision Platform.
- d. **Changes in Fees.** Miovision may, from time to time in its sole discretion, change prices or terms and conditions and will post all such changes on its website at www.Miovision.com and on the Miovision Platform.
- e. **Overdue Payments.** In no instance shall the Customer's unused Miovision Platform Credits or other prepaid amounts be offset against the Customer's account balance with Miovision.
- f. **Overdue Penalty.** Interest will be charged on any Fees owed by the Customer to Miovision not received when due, as indicated on the Customer's invoice or Sales Order Form. Interest shall accrue at the lower of 1.5% of the outstanding account balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid in full. Customer shall pay all sums expended by Miovision in collecting overdue payments, including but not limited to reasonable legal fees.
- g. **Suspension of Access.** If Fees on a Customer account are not received when due, Miovision reserves the right to suspend an account by blocking all login attempts to the Miovision Platform or ceasing to provide all Support, until such account is paid in full. Miovision's right to suspend an account is in addition to any other rights and remedies available to Miovision in the event of non-payment, including interest on overdue amounts and the termination rights set forth herein. Miovision shall not be liable to Customer or to any other person as a result of any suspension or termination

of access to the Miovision Platform in accordance with these Term and Conditions. Suspension of an account does not eliminate a Customer's obligation to pay amounts outstanding to the date of such suspension or thereafter for the remainder of the term of a Customer's account, as the case may be.

3. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.**

- a. **Intellectual Property.** The Customer acknowledges and agrees that all intellectual property rights in and to the Hardware and Miovision Platform (are owned or licensed by Miovision. Except for the License granted hereunder, nothing in this Agreement gives the Customer any right, title or interest in, to or under any of Miovision's IP, and to the extent the Customer acquires rights in Miovision's IP, the Customer assigns such rights to Miovision and waives any moral rights it may have in Miovision's IP to and in favour of Miovision. All of Miovision's IP shall be deemed to be Confidential Information, and the Customer shall be bound by all confidentiality provisions.

- b. **Miovision Use of Customer Information.** The Customer agrees that Miovision may use the Customer's name and logo to identify the Customer as a customer of Miovision's on Miovision's website, and as a part of a general list of Miovision's customers for use and reference in Miovision's corporate, promotional and marketing literature. Additionally, Customer agrees that Miovision may issue a press release identifying Customer as a Miovision customer and describing Customer's utilization and the benefits that Customer receives from use of the Hardware, subject to the Customer's prior review of same.

- c. **Confidential Information.** The Customer agrees to keep all Confidential Information disclosed to it by Miovision strictly confidential, in the same manner as it protects the confidentiality of its own information and data (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). Confidential Information shall not include information which:
 - i. is known publicly;

 - ii. is generally known in the industry before disclosure;

 - iii. has become known publicly, without fault of the receiving party, subsequent to disclosure by the disclosing party; or

 - iv. has been otherwise lawfully known or received by the Customer.

This section will not be construed to prohibit the disclosure of Confidential Information if required by law or order of the court or other governmental authority, provided that the Customer shall give Miovision prompt notice of such request, and Miovision has a reasonable time to attempt to limit or prevent such disclosure. Upon termination of this Agreement, all copies of all Confidential Information shall be either returned to Miovision or destroyed, at the discretion and written direction of Miovision.

4. **LIMITED WARRANTIES AND DISCLAIMERS.** Except as expressly stated herein or in an attachment hereto, there are no warranties or conditions (whether implied or arising by statute or otherwise in law or from a course of dealing or usage of trade) for the Miovision Platform or Support or Hardware, and MIOVISION DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE.
5. **LIMITATION OF LIABILITY.** OTHER THAN AS EXPRESSLY PROVIDED HEREIN OR IN ATTACHMENT HERETO WITH RESPECT TO THE LIMITED WARRANTY PROVIDED HEREUNDER, MIOVISION AND IT'S AGENTS SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND (INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE) FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL MIOVISION OR ITS AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), WHETHER OR NOT FORESEEABLE INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA OR ANY FAILURE OF SECURITY RESULTING FROM (I) THE USE OF OR INABILITY TO USE THE MIOVISION PLATFORM OR (II) THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR (III) THE USE OF OR INABILITY TO USE ANY HARDWARE PROVIDED BY MIOVISION, OR (IV) MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR BY REASON OF THE MIOVISION PLATFORM, EVEN IF MIOVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUSTOMER'S RECOVERY WITH RESPECT TO THE MIOVISION PLATFORM AND SUPPORT SHALL NOT EXCEED THE TOTAL FEES AND CHARGES PAID BY THE CUSTOMER FOR SAME DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, IRRESPECTIVE OF THE NATURE OF THE CLAIM. Because some States and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this section may not apply to the Customer. No action against either Party or any of its Agents or Users, regardless of form (including negligence), arising out of or in any way related to this Agreement may be brought by the other Party more than one year after the cause of action has arisen.
6. **INDEMNIFICATION.**
- a. **Customer Indemnification.** The Customer agrees to indemnify and hold harmless Miovision and its Agents from and against all third party Claims (as hereafter defined) arising from:
- i. any breach of the provisions of this Agreement by the Customer, Users, or any Client given access to the Miovision Platform by the Customer;
 - ii. any Claim arising as a result of or in connection with any third party alleging that the use of the Miovision Platform or Hardware, other than in accordance

with this Agreement by the Customer or any Client given access to the Miovision Platform by the Customer, or the Customer Data infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary rights of, or has otherwise caused harm to, a third party; or

- iii. any Claim by a third party with respect to liability or damage related to or caused by the Miovision Platform or Hardware.

b. **Miovision Indemnification.** Miovision shall indemnify and hold harmless the Customer and its Users arising from and against all third party Claims for infringement, misappropriation or violation of copyrights, trademarks, trade secrets or other proprietary rights of a third party associated with any portion of the Miovision Platform or Support. Notwithstanding the foregoing, if Miovision reasonably believes that the Customer's use of any portion of the Miovision Platform and/or Support is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's copyrights, trademarks, trade secrets or other proprietary rights, then Miovision may, at its sole option and expense:

- i. procure for the Customer the right to continue using the such Miovision Platform or Support, as the case may be, or any portion thereof;
- ii. replace the same with other software, Support or other material of equivalent functions and efficiency that is not subject to an action described in this section; or
- iii. modify the applicable software or Support or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Miovision Platform and/or Support as set out herein.

Miovision shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the Miovision Platform, Support with other equipment, software, apparatus, devices or things not supplied by Miovision or in a manner not substantially consistent with Miovision's specifications and instructions. This section states the entire liability of Miovision for any type of infringement or breach whatsoever of intellectual property rights of third parties resulting from or relating to the provision by Miovision of the Miovision Platform or Support.

c. **Mutual Provisions.** Each Party's indemnity obligations in this Article 6 are subject to the following:

- i. the aggrieved Party shall promptly notify the indemnifier in writing of the Claim;
- ii. the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim; and

- iii. the aggrieved Party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

7. **TERMINATION**. This Agreement may be terminated by Miovision upon the occurrence of any of the following actions of the Customer, which shall be deemed to be a breach of the terms of this Agreement:

- a. the Customer fails to make payment of any amount due to Miovision; or
- b. the Customer breaches any of the obligations or provisions of this Agreement and fails to remedy such breach within 30 days of written notice from Miovision of such default; or
- c. immediately on written notice by Miovision if the Customer breaches or threatens to breach any provisions of this Agreement relating to Miovision's IP and Confidential Information.

8. **RIGHTS ON TERMINATION**. Upon the effective date of termination of this Agreement:

- a. Miovision may enter the premises where any hardware provided by Miovision is located and take possession and remove any hardware for which Miovision has not received payment, and the Customer shall be responsible for all costs incurred by Miovision in re-possessing the hardware;
- b. the Customer shall deliver or destroy all Confidential Information of Miovision at the direction of Miovision;
- c. Customer shall release Miovision from all obligations under this Agreement, save and except for obligations accrued and owing up to the effective date of termination, including the obligation of the Customer to pay for costs incurred by Miovision (including reasonable legal fees) in enforcing its rights hereunder, and those surviving obligations set forth herein;
- d. the provisions dealing with intellectual property, confidential information, customer data, liability and indemnification of this Agreement shall continue in force following termination of this Agreement; and
- e. Miovision shall have all remedies which are available to it at law or in equity.

9. **ENTIRE AGREEMENT**. This Agreement, including any applicable Attachments hereto, together with the Sales Order Form constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior or other oral or written agreements, covenants, arrangements and discussions between the parties. In the event of an inconsistency between this Agreement and any other document or agreement between the parties with respect to the subject matter hereof, this Agreement shall prevail and govern to

the extent necessary to remedy such inconsistency. This Agreement may be amended only as mutually agreed upon in writing between the parties.

10. **APPLICABLE ATTACHMENTS.**

- a. **Attachment A – Miovision Platform.** If this Agreement involves the sale of access to the Miovision Platform and related systems, then Attachment A – Miovision Platform is applicable and shall form part of this Agreement.
- b. **Attachment B – Hardware Purchase.** If this Agreement involves the sale of Hardware, then Attachment B – Hardware Purchase is applicable and shall form part of this Agreement.
- c. **Attachment C – Hardware Rental.** If this Agreement involves the rental of Hardware, then Attachment B – Hardware Rental is applicable and shall form part of this Agreement.

11. **MODIFICATIONS AND WAIVER.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties hereto. Any waiver of any right or remedy under this Agreement must be in writing and signed by each Party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at any time. Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a Party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.

12. **CUSTOM WORK.** In the event that the Customer wishes to have Miovision provide additional custom development and/or services at any time during the life of the Agreement, the parties will negotiate the terms and conditions of such additional services, and enter into a separate mutually agreeable contract. If Miovision delivers any custom development to the Customer, any and all intellectual property developed as a result shall be deemed to be Miovision's IP.

13. **RELATIONSHIP OF CUSTOMER AND MIOVISION.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Miovision and the Customer; no Party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other.

14. **EXPORT AND CONTROL RESTRICTIONS.** The Customer acknowledges that this Agreement and the provision of all products hereunder shall be subject to the export control laws and regulations of Canada as are in force from time to time and the Customer shall comply with all such laws and regulations.

15. **NON-EXCLUSIVITY.** Nothing in this Agreement will be construed to prevent Miovision from marketing, licensing, selling or otherwise providing the Miovision Platform, Support, or

Hardware, or any aspects of Miovision's technology or other product offerings to any third party.

16. **ASSIGNMENT.** This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer by a change of control of the Customer or by operation of law. Miovision may transfer or assign its rights and obligations hereunder without prior written approval of the Customer. This Agreement shall be binding upon and shall inure to the benefit of Miovision and the Customer and each of their successors and permitted assigns.
17. **GOVERNING LAW.** The rights and obligations of the Customer and Miovision and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to conflicts of laws principles. The Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, and all courts competent to hear appeals therefrom.
18. **NOTICES.** Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid, and addressed to the parties as outlined on the Order Form. All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by facsimile, on the business day following the date of dispatch or the date of transmission, as the case may be. Either Party may change the address for notice by giving written notice of such change to the other Party in the manner provided in this Section.
19. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
20. **FORCE MAJEURE.** Neither Party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other Party hereto and uses reasonable efforts to overcome such circumstances.