

TERMS OF USE AGREEMENT FOR vIDix AWARE

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING THE LEGALLY BINDING RELATIONSHIP YOU ARE ENTERING INTO WITH BAN-KOE COMPANIES and/or its affiliates. THIS AGREEMENT DESCRIBES YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AND MAYBE MODIFIED OR AMENDED FROM TIME TO TIME.

BY LOGGING INTO vIDix AWARE OR USING ANY COMPONENT OR SERVICES OF vIDix AWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT LOG INTO OR USE ANY COMPONENT OF vIDix AWARE.

INTRODUCTION. Welcome to Ban-Koe Companies, Inc. and/or its affiliates, we appreciate your business. The following comprise the rules and restrictions that govern your use of vIDix AWARE software, and all other products and services integrated with the software including hardware.

ACCEPTANCE OF TERMS OF USE. By using vIDix Aware software, you agree to be bound by, and to comply with the terms of this Agreement and any other rules or guidelines which vIDix AWARE or Ban-Koe Companies, Inc. ("BKC") may implement for the Application or Service. You may review the most current version of the Terms of Use by clicking the hypertext link located at www.vidixaware.com, or by clicking the hypertext link located on the login page, or by requesting a printed copy from BKC.

TERMS ARE SUBJECT TO CHANGE. Ban-Koe reserves the right, in its sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless BKC makes a change for juridical or administrative reasons, BKC will provide reasonable advanced notice before the Updated Terms become effective. You agree that BKC may notify you of the Updated Terms by posting them on the Platform. Your use of the Platform after the effective date of Updated Terms constitutes your agreement to these Updated Terms. You should review these Terms of Use and any Updated Terms before using the Platform. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Platform from that point forward.

THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

DESCRIPTION OF VIDIX AWARE. vIDix AWARE is an emergency response application designed to communicate emergency situations to designated individuals in your facility, allow users to respond during emergency situations, and to manage communications during crisis situations,

CONDITIONS AND RESTRICTIONS ON USE. If you fail to comply with these Terms, or violate the terms of any other agreement entered into by and between the parties to this Agreement, if you engage in (or any third party engages in such conduct on your behalf) any of the following activities, BKC may terminate your use of vIDix Aware: (a) using the Software for any unlawful purpose; (b) using the Software for any purpose or in any manner prohibited by the Terms of Use; (c) engaging in any conduct that BKC, in its sole discretion, believes is or may be harmful to another user or to any other party, directly or indirectly; (d) violating any foreign, federal, state or local law or regulation; (e) using the Software in a manner that could impair, disable, overburden or damage any BKC server, or the network(s) connected to any BKC server, or interfere with any other party's use (f) attempting to gain unauthorized access to Software, other accounts, computer systems or networks connected to any BKC server or to any of the Software, through hacking, password mining or any other means. If you breach this Agreement or any subscription agreement with BKC pertaining to vIDix AWARE, your right to use the Software will terminate immediately and without notice. This includes any subscription agreements, and/or rights of use of the Software.

REGISTRATION AND PRIVACY. Use of vIDix Aware software requires you to register with and/or subscribe to monthly or yearly payments. You will provide us with current, complete and accurate information on signed Sales Agreement. You agree to contact BKC when necessary or requested to keep it current and accurate. You will be solely responsible for maintaining in confidence your master password and master user name, and your user name and password. You will be solely responsible for choosing and maintaining in confidence the passwords and user names of your members and/or employees. You are fully responsible for all activities that occur under

your master user password, your user name and password, the passwords of your employees, agents and/or members, and your account. BKC will not be responsible should someone else use your password(s) or account, and you agree to notify BKC promptly of any unauthorized use of your account or other breach of security.

All registrations and subscriptions become BKC's exclusive property, and BKC reserves the right to use all registrations, subscriptions and personally identifiable user information, subject to BKC's Privacy Policy, which is available from BKC upon request. Please refer to our separate Privacy Policy for information concerning that policy.

DISCLAIMER OF WARRANTY. vIDix AWARE AND HARDWARE PROVIDED "AS IS". BKC DOES NOT WARRANT THAT THE SOFTWARE SHALL BE FREE FROM ERRORS, AND ASSUMES NO RESPONSIBILITY FOR ANY COMMUNICATIONS, WHETHER BY TELEPHONE, INTERNET OR OTHERWISE, OR FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU AGREE AND ACKNOWLEDGE THAT BKC IS NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF COMMUNICATIONS SENT VIA THE SOFTWARE, INCLUDING BUT NOT LIMITED TO WHERE THE SOFTWARE IS ACCESSED VIA WIRELESS DEVICES OR OTHER EQUIPMENT USED TO ACCESS THE SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BKC, ITS LICENSORS, SUPPLIERS AND DISTRIBUTORS, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF SELECTING THE SOFTWARE FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

TITLE AND INTELLECTUAL PROPERTY RIGHTS. Subscription agreements entered into with BKC for vIDix AWARE and any hardware may not confer any title, property rights, interest or ownership to subscribers, and convey only a nonexclusive, nontransferable, terminable, non-assignable, non-sublicensable, limited and temporary authorization to utilize the Services.

You acknowledge that vIDix AWARE, the Services and components of vIDix AWARE and any hardware, including without limitation all source, object and executable code, and all BKC Web sites are the intellectual property of and are owned by BKC, its licensors and/or its suppliers. The structure, organization and code of vIDix AWARE are the valuable trade secrets and confidential information of BKC, its licensors and/or its suppliers. vIDix AWARE and the software and Services of vIDix AWARE are protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the countries in which it is being provided and used. You acknowledge that BKC, its licensors and/or its suppliers retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the vIDix AWARE software, and that the ownership rights of BKC, its licensors and/or its suppliers extend to any images, photographs, animations, videos, graphics, audio, music, incorporated into vIDix AWARE and all accompanying online and printed materials. You will take no actions which adversely affect the intellectual property rights of BKC, its licensors and/or suppliers pertaining to vIDix AWARE. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by vIDix AWARE, and such use of any trademark does not give you any right of ownership in that trademark. vIDix AWARE, "Ban-Koe Systems, Inc.," "Bankoe.com." "BKC" and "Ban-Koe Systems, Inc." are registered and/or common law trademarks of BKC, its licensors or its suppliers. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in vIDix AWARE software. Notifications of claimed copyright infringement should be sent to BKC's copyright agent.

CONFIDENTIALITY. You acknowledge and agree that the Software and documentation constitute and contain valuable proprietary product and trade secrets of BKC, its licensors and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and take precautions to ensure that your employees, agents and members treat) the Software and documentation as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. You shall not under any circumstances share or permit access to vDix Aware software, or provide any images of, or information about the software to any actual or potential competitor of BKC. You agree that by way of this provision, BKC is taking reasonable measures to protect the secrecy and confidentiality of the information covered hereby. In the event of a disclosure of confidential information by you, you agree to immediately inform BKC of all information related to said disclosure and agree to assist BKC with remedying the same.

USE OF SERVICES. The vDix Aware software is for the use of subscribers of BKC, of such members and employees of subscribers as are authorized to utilize the software pursuant to a subscription agreement with BKC, and of such other individuals and entities as are authorized by BKC. The products, hardware, software and information obtained from the software may not be sold, transferred, licensed, reproduced, displayed, published, distributed, copied, performed or modified by you, or used by you or anyone else to create derivative works.

In its sole discretion, BKC may disclose any information it deems necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request, or refuse to post, remove or edit any materials, in whole or in part.

BKC has a zero-tolerance policy towards inappropriate activity by anyone who gains access to BKC's infrastructure, equipment, computers or servers. If, in BKC's sole discretion, Subscribers, their agents, independent contractors or assigns (valid or invalid) or any third party gaining access through a Subscriber's account name and password are found to have engaged in any inappropriate activity or prohibited transaction, BKC reserves the right to suspend and/or close Subscriber's account, to share this information (together with Subscriber's identity) to appropriate governmental agencies, and to pursue all available legal remedies. Prior to connecting to BKC's network, Subscribers represent and warrant that they have taken all commercially reasonable efforts in accordance with customary industry practice to protect their equipment, servers and computers against computer viruses, worms, Trojan horses, and other destructive hardware. Subscribers further agree on an ongoing basis to use all commercially reasonable efforts in accordance with customary industry practice to protect their equipment, servers and computers against computer viruses, worms, Trojan horses, and other destructive hardware.

PERSONAL DATA PROTECTION AND PROCESSING

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to BKC by you or received or accessed by you through your use of the Services:

"Personal Data" means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

"User Data" means information that describes you, your use of the Platform or any data submitted to BKC as part of your use of the Services under this Agreement.

The term "Data" used without a modifier means all Personal Data and User Data.

BKC and its affiliates process, analyze, and manage Data to: (a) provide Services to you, other BKC users, and Customers; and (b) analyze, develop and improve our products, systems, and tools. BKC provides Data to third-party service providers and their respective affiliates, as well as to BKC's affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to BKC's use of Data for the purposes and in a manner consistent with this section.

BKC will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so.

Protection of Personal Data is very important to us. You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to BKC – or allow BKC to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly using cookies or other similar means.

If we become aware of an unauthorized acquisition, disclosure or loss of Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

When using BKC services, you will connect your BKC Account with a Platform or App. Connected Platforms and Apps may take certain actions on your behalf and access Data available through your BKC Account, including some User Data. By using the app or Platform, you authorize BKC to share Data with any Platform or App that you connect with your BKC Account through the Dashboard or the API.

ELECTRONIC COMMUNICATIONS.

When you provide BKC with your email address via the Platform, you expressly consent that BKC will keep your email address in its databases or that it may use such email address in its mailing list to communicate with you to (i) validate certain information relating to your account, (ii) keep you informed of the status of your account on the Platform, (iii) conduct surveys or verifications relating to the Platform, namely its functionalities, user-friendliness or your appreciation of the Platform, (iv) offer you advantages or promotions offered by BKC, or (v) any other purpose relating to the Platform or security of users.

YOUR ACCOUNT/ACCOUNT CREATION

Some functionalities of the software may require the creation of a user account. If you create an account, you must complete the registration process by providing BKC with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a unique and safe password and user name. In case of a breach of this paragraph, BKC may end your right to use the Platform, at its sole discretion.

RESPONSIBILITY FOR ACCOUNT

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify BKC immediately of any unauthorized use of your account or any other breach of security.

ACCOUNT SECURITY.

BKC cannot guarantee that unauthorized third parties will never be able to defeat the Platform's security measures or use for improper purposes any information which relates to you and allows you to be identified ("Personal Information") that you provide to us. You acknowledge that you provide your Personal Information at your own risk.

LIABILITY FOR ACCOUNT MISUSE.

BKC will not be liable for any loss, including the loss of data associated to your account, that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by BKC or another party due to someone else using your account or password.

USE OF OTHER ACCOUNTS.

You may not use anyone else's account at any time, unless using the 'Send Link' feature which unknowingly uses the guest username with no password.

SOFTWARE NOT A SUBSTITUTE. vIDix AWARE software is provided as a supplement to existing dispatch, communication and response systems, and are not intended, and shall not be used by you, as a dispatch system for emergency events or situations, as a substitute for existing emergency communication systems, or as a substitute for the exercise of reasonable judgments made by you or reasonable emergency service providers. Use your good, reasonable common sense when using the software, and do not substitute for common sense.

SOFTWARE AVAILABLE ON WEB SITE. Any software that is made available for downloading or use constitutes the copyrighted and proprietary property and work of BKC, its licensors and/or its suppliers. Such software is made available for access and/or used solely by Subscribers according to the terms of the Subscription Agreement and this Terms of Use Agreement.

REVERSE ENGINEERING. There is no tolerance for reverse engineering, so do not do it. You may not (and you may not allow or assist any third party to) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying logic, design, user interface techniques, protocols or algorithms of vIDix AWARE, or its underlying software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent you may be expressly permitted to decompile under an Organization for Economic Co-operation and Development ("OECD") directive. If it is essential to do so in order to achieve operability with another software program, and you have first requested BKC provide the information necessary to achieve such compliance with any then applicable directive or for the operability of the system and BKC has not made such information available. BKC has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by BKC or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which are substantially similar to the expression of the software of vIDix AWARE. Requests for information from users subject to the requirements of any then enforceable OECD directive with respect to the above should be directed to the BKC Customer Support Department.

UNSOLICITED IDEA SUBMISSION POLICY. BKC does not accept or consider unsolicited ideas, materials or work which are submitted with any expectation of fees, royalties, property interest, ownership, rights, title or interest of any manner, or of any form of compensation whatsoever, including without limitation ideas for new promotions, new products, new or enhanced services, or technologies. To avoid potential misunderstandings or disputes when BKC's products or marketing strategies might seem similar to ideas, materials or work submitted to BKC, please do not convey or send your unsolicited ideas, materials or work to BKC or to anyone in any manner affiliated with BKC if you have any expectation of receiving anything of any nature in return or exchange. If, despite our request, you still convey or send them, please understand that your ideas, materials or work will not be treated as confidential or proprietary, and we will have no obligations to you with respect to such ideas, materials or work, or their disposition.

INDEMNITY AND RELEASE. By accessing or using the software, you agree to indemnify, defend and hold harmless BKC, its licensors and its suppliers and distributors, including without limitation their successors and assigns, and their affiliates, owners, officers, directors and employees, to the fullest extent permitted by law, and to hold them harmless from and against any and all claims, demands, expenses, liabilities, damages, costs and/or causes of action whatsoever, including reasonable attorneys' fees, arising from your use of the software or from any person's use of any account or password you maintain, regardless of whether such use is authorized by you. Furthermore, by using the vIDix Aware software, you agree to release BKC, its licensors and its suppliers and distributors, their successors and assigns, and their affiliates, owners, officers, directors and employees, from any and all claims, demands, debts, obligations, liabilities, damages, costs and expenses of any kind or nature

whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to your use of the Software or Services.

YOU HEREBY AGREE TO WAIVE ALL LAWS WHICH MAY LIMIT THE EFFICACY OF SUCH RELEASES.

LIMITATION OF LIABILITY.

DISCLAIMER OF CERTAIN DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BKC SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT BKC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CAP ON LIABILITY. UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT BKC IS LIABLE TO YOU EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO BKC BY YOU DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE OR REGULATION UNDER WHICH SUCH CLAIM ARISES, OR (C) ONE HUNDRED DOLLARS (\$100). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF BKC FOR (X) DEATH, TANGIBLE PROPERTY DAMAGE, OR PERSONAL INJURY CAUSED BY BKC'S GROSS NEGLIGENCE OR FOR (Y) ANY INJURY CAUSED BY BKC'S FRAUD OR FRAUDULENT MISREPRESENTATION.

USER CONTENT AND SETTINGS. BKC ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

BASIS OF THE BARGAIN. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BKC AND YOU. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, the liability of BKC, its suppliers and distributors shall be limited to the maximum extent permitted by law.

IN ANY CASE, THE ENTIRE, COLLECTIVE LIABILITY OF BKC, IT LICENSORS, SUPPLIERS AND DISTRIBUTORS, AND YOUR EXCLUSIVE REMEDY, UNDER ANY PROVISION OF THESE TERMS OF USE, OR OF THE TERMS AND CONDITIONS OF ANY SUBSCRIPTION AGREEMENT, SHALL BE, AT BKC'S SOLE OPTION, EITHER (a) RETURN OF THE SUBSCRIPTION PRICE PAID FOR ANY REMAINING PORTION OF THE TERM OF THE SUBSCRIPTION OR (b) U.S. \$500.00.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BKC AND YOU.

SOFTWARE RESTRICTIONS. Subject to the terms of this Agreement, BKC grants to you limited and nonexclusive access (without the right to provide access to non-subscribers) to one (1) account for the purposes of using the Services, for the purpose provided in your Subscription Agreement.

You agree not to, and you will not permit others to, (a) access, license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Product Software or Services, or make the Product Software or Services available to any third party, (b) access, copy, or use the Product Software or Services for any purpose other than as permitted in Section 1, (c) access any portion of the Product Software or Services on any device or computer other than the Product or hardware that you own or control, (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product Software or hosted items by BKC, or (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product Software or Services to which you have access (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact BKC and provide BKC an opportunity to create such changes as are needed for interoperability purposes). You may not

release the results of any performance or functional evaluation of any of the Product Software or Services to any third party without prior written approval of BKC for each such release.

BKC may from time to time develop updates, upgrades and other modifications to improve the performance of the Services ("Updates"). These may be automatically completed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the Product. If you do not cease using the Product, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Product and the Product Software and you agree to promptly install any Updates BKC provides. Your continued use of the Product is your agreement to these terms.

The Product Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of BKC and its licensors. BKC and its licensors reserve all rights in and to the Product Software not expressly granted to you in this Agreement. You are provided access to the Product Software for the provision of the Services under this Agreement. There are no implied licenses granted hereby. All suggestions or feedback provided by you to BKC with respect to the Product Software and Services shall be BKC' property. BKC may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that BKC does not waive any rights to use similar or related ideas previously known to BKC, developed by its employees, or obtained from other sources. You agree to notify your employees, members and agents who may have access to the software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE PRODUCT SOFTWARE AND SERVICES FOR YOUR INTENDED USE AND YOU WILL INDEMNIFY AND HOLD HARMLESS BKC, ITS LICENSORS AND ITS SUPPLIERS TO THE GREATEST EXTENT LAWFULLY POSSIBLE EXTENT FROM ANY THIRD PARTY SUIT BASED UPON THE ACCURACY AND ADEQUACY OF THE SOFTWARE IN YOUR USE.

LIMITATIONS OF PRODUCT SOFTWARE

You acknowledge that the Products, Product Software, and Services are not certified for emergency response. YOU UNDERSTAND THAT THE SERVICES, PRODUCTS, AND PRODUCT SOFTWARE ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- BKC DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR LOCATION IN THE EVENT OF AN EMERGENCY. In addition, the BKC Customer Care and Support contacts cannot be considered a lifesaving solution for people at risk in the Location. All life threatening and emergency events should be directed to the appropriate response services in conjunction with your use of the Services.

INJUNCTIVE RELIEF. You acknowledge that the unauthorized use, transfer or disclosure of the software, the software which comprises the software and documentation or copies thereof will (i) substantially diminish the value to BKC, its licensors and its suppliers of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render inadequate any remedy at law of BKC, its licensors and/or its suppliers for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use or confidentiality of the software or documentation, BKC, its licensors and its suppliers shall be entitled to equitable relief to protect their interests therein, including, but not limited to, preliminary and permanent injunctive relief.

EQUIPMENT REQUIRED AND OPTIONAL. In order to use the vIDix Aware software, you must obtain access to the World Wide Web, either directly or through devices that access web-based content and pay to providers of such access any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web. BKC is not responsible in any manner for providing or supporting either such access or such devices.

Any required or optional equipment that you use to use or access the software, whether required or optional, is subject to the terms, conditions, warranties and disclaimers provided by the manufacturer of the equipment. Please refer to the materials you received when you purchased the subscription of the equipment to understand

your rights and obligations, including what warranties and disclaimers that apply to you. When subscription is terminated by BKC or customer, the customer must return equipment within 30 days of termination date.

FORCE MAJEURE. BKC shall not be liable for any default or delay in the performance of any of its obligations to software if such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, significant weather events, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions; riots or civil disorder; unavoidable casualties such as an epidemic or pandemic; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment relative to the production or delivery of any equipment or material required to perform the obligations; embargoes; actions, inactions, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency; or any other cause, whether similar or dissimilar to those enumerated herein, beyond BKC's reasonable control.

NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as set forth in your Subscription Agreement or to such other address as the party to receive the notice or request so designates by written notice to the other. BKC may also provide Notices to you by email addressed to the email address that you provide as your primary contact email address in your Subscription Agreement, and such Notice is deemed given at the time sent by email.

NONASSIGNABILITY and NON-SHARING. You shall not assign or otherwise license or grant access to your Subscription or Subscription Agreement, or any rights that you may have thereunder, without the prior written consent of BKC. You shall not share the software with any other non-subscribing entity.

NO THIRD PARTIES. By subscribing to and/or utilizing vIDix AWARE and/or hardware related with software, you agree and acknowledge that there are no known or intended third party beneficiaries of your subscription and/or use of vIDix AWARE and equipment. You further agree and acknowledge that there are no contractual agreements, obligations or relationships of any nature whatsoever, express or implied, between you and any party other than BKC concerning or pertaining in any manner whatsoever to the vIDix AWARE software and/or equipment.

GOVERNING LAW, JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Terms of Use Agreement and of your Subscription Agreement shall be governed by the laws of the State of Minnesota without giving any effect or regard to its conflict of law provisions. The Minnesota state courts in and for Minneapolis, Minnesota (or, if there is exclusive federal jurisdiction, the United States District Court for the Third District of Minnesota) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement and/or your Subscription Agreement, and you hereby consent to the personal and subject matter jurisdiction of such courts and waive any objection as to venue in such jurisdiction.

Arbitration

Please read this Arbitration Agreement carefully. It is part of your contract with VIDix AWARE and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for emergency injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any vIDix AWARE software or hardware that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and the vIDix AWARE Parties and their respective predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party has the option to first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to BKC should be sent to: Ban-Koe Systems, Inc., 9401 James

Ave. S., Suite 180, Minneapolis, MN 55431-2528. After the Notice is received, you and BKC may attempt to resolve the claim or dispute informally.

Arbitration Rules. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. Copies of the JAMS Arbitration Rules, instructions on how to initiate a JAMS arbitration demand and a list of JAMS resolution center locations are available on the JAMS website at <http://www.jamsadr.com/> or by calling 800-352-5267. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and BKC and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award individualized monetary damages, and to grant any individualized non-monetary remedy or relief available to an individual under applicable law. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and BKC.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited than proceedings in a court and are subject to very limited review by a court.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything in this Agreement to the contrary, in the event that this subsection is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located within Hennepin County, Minnesota.

Severability. If any part or parts of this Arbitration Agreement other than Subsection (f) above are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

SURVIVAL. This Agreement shall be binding upon the parties, their successors and permitted assigns. You may not assign any rights to the use or access of vIDix AWARE or related hardware without the express prior written consent of BKC.

SEVERABILITY. If all or part of any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable will be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

ENTIRE AGREEMENT. This Agreement, and the most recently executed Subscriber Agreement by the entity with which you are affiliated for the purpose of obtaining access to vIDix AWARE, if any, constitute the entire agreement between you and BKC and govern your use of the software, superseding any prior agreements between you and BKC with respect to the software. In the event of a specific conflict between these Terms of Use and the Terms and Conditions of your executed Subscription Agreement, this Agreement shall control.

HEADINGS. The section headings in this Agreement are for convenience only, do not import any terms or conditions, and shall not be utilized in any interpretation of the terms or conditions of this Agreement.

STATUTE OF LIMITATIONS. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the software, to this Terms of Use Agreement, or to your Subscription Agreement must be filed within one (1) year of the accrual of such claim or cause of action or it shall be forever barred. As a condition precedent to the commencement of any litigation against BKC, its licensors, suppliers or distributors, you must provide written notice to BKC, by certified mail, of the existence and specific basis of your claims and allegations within sixty (60) days of the accrual of your claim.

MISCELLANEOUS.

(a) The failure of BKC at any time to strictly enforce or require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same or any other term hereof. These Terms of Use may be amended only by BKC. In the event of a breach or threatened breach of these Terms of Use, BKC shall have all applicable equitable as well as legal remedies.

(b) BKC may elect to provide you with customer support and/or upgrades, enhancements, or modifications to the software (collectively, "Support"), in its sole discretion, and may change, enhance, eliminate, suspend, or discontinue any aspect of the software at any time, including the availability of any feature, database, or content. BKC may also impose limits on certain features and services or restrict your access to parts or all of the software or the BKC web site without notice or liability.

(c) BKC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the software (or any part thereof) with or without notice. You agree that BKC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the software. BKC may also impose limits on certain features and services or restrict your access to parts or all of the software or the BKC web site.

(d) You are not a party to or intended beneficiary of any license or sublicense agreement under which BKC operates or provides the software. You do not, and shall not, derive or obtain any benefits or rights by through, or from any such license or sublicense agreements.