

**RENTAL AGREEMENT TERMS AND CONDITIONS**  
**(together with the Cover Page, the "Agreement")**

*All capitalized terms used throughout this Agreement are defined in Schedule "A" or the Cover Page.*

1. **Services.** Subject to the terms of this Agreement (including the terms of the Cover Page), IRONEYES MONITRING LP. agrees to provide the following services to the Customer (collectively, the "**Services**"):
  - a. Provision and rental of Equipment, including shipment, Delivery and setup at the Customer's location as indicated on the Cover Page (the "**Customer Site**"), in basic operating condition, together with standard operating instructions;
  - b. Remote, automated monitoring using software-enabled video analytics that seek to detect motion or other pre-set triggers at the Customer Site, on a pre-set schedule, and automated generation of alerts to IRONEYES MONITRING LP.'s monitoring personnel;
  - c. On receipt of an alert, commercially reasonable efforts by IRONEYES MONITRING LP.'s personnel to: (i) view available footage or stills; and (ii) notify the Customer and/or contact local law enforcement/emergency services using the details provided by the Customer on the Cover Page. IRONEYES MONITRING LP.'s personnel do not attend on-site;
  - d. Basic remote configuration support for Equipment and software to enable alerting as described above; and
  - e. Any other services arising out of or in connection with the services described above in subsections a. through d. as may be reasonably necessary in IRONEYES MONITRING LP.'s discretion.

IRONEYES MONITRING LP. does not provide guarding, patrol, on-site response, incident investigation, security consulting, cybersecurity services, alarm verification in accordance with any police policy, emergency response, life-safety services, or any outcome-based security service. The Services are not a guarantee of detection, prevention, response, or recovery, and do not replace Customer's obligations to maintain appropriate physical security, access controls, lighting, fencing, and insurance.

2. **Rental Period.** The rental period with respect to each piece of Equipment (the "**Rental Period**") shall commence on the earlier of: i) the date shown for commencement of the Rental Period on the Cover Page, or ii) the day of Delivery of the Equipment to the Customer. For the purposes of this Agreement, "**Delivery**" of the Equipment shall occur when each piece of Equipment is released to the Customer's agent (including, without limitation, any third-party carrier or person) or the Customer, whichever occurs first. The Rental Period shall end on the earliest of: i) the expiry of the Rental Period shown on the Cover Page; ii) IRONEYES MONITRING LP., in its sole and absolute discretion, providing the Customer seven (7) days' notice of the termination of the Rental Period; or iii) IRONEYES MONITRING LP. terminating the Rental Period as may be provided for otherwise in this Agreement. IRONEYES MONITRING LP. may in its sole and absolute discretion, permit the Customer to extend the Rental Period, provided however that the Rental Period, as extended, may be terminated by IRONEYES MONITRING LP., in its sole and absolute discretion, providing the Customer seven (7) days' notice. Except to the extent stated otherwise in this Agreement, all obligations of the Customer hereunder shall survive the expiry or earlier termination of the Rental Period.
3. **Rental Charges.** Rental rates for Equipment ("**Rental Charges**") are calculated daily or as otherwise agreed to in writing by IRONEYES MONITRING LP. Rental Charges and all other

amounts which the Customer may owe to IRONEYES MONITRING LP. pursuant to the terms of this Agreement shall be collectively referred to herein as the "**Charges**". Customer shall be responsible for the payment of Charges even if the Equipment or any portion thereof is not used during the Rental Period. If IRONEYES MONITRING LP. should permit the Customer to extend the Rental Period for any Equipment, IRONEYES MONITRING LP. reserves the right, in its sole and absolute discretion, to increase the Charges, or any component thereof at any time by providing the Customer notice in writing. Unless otherwise agreed to in writing by IRONEYES MONITRING LP., the Customer shall be solely responsible for all shipping and delivery charges including, without limitation, all loading, unloading, installing, dismantling, transportation and carrier expenses, and any demurrage charges. Should the Customer return the Equipment to IRONEYES MONITRING LP. prior to the end of the Rental Period, subject to any agreement of IRONEYES MONITRING LP. otherwise in writing, the Customer shall be solely responsible for all loading, unloading, installing, dismantling, transportation and carrier expenses, and any demurrage charges. Should the Customer return the Equipment to IRONEYES MONITRING LP. prior to the end of the Rental Period, subject to any agreement of IRONEYES MONITRING LP. otherwise in writing, IRONEYES MONITRING LP. shall be entitled to immediately invoice the Customer for all Charges through to the end of the Rental Period notwithstanding that the Customer shall no longer have the use of or any rights whatsoever in respect of the returned Equipment.

4. **Payment Terms.** Provided that the Customer has received credit approval from IRONEYES MONITRING LP., the Customer shall pay all Charges within twenty-eight (28) days of the date of invoice issued to Customer by IRONEYES MONITRING LP.. In the absence of such credit approval from IRONEYES MONITRING LP., payment of Charges for the Rental Period is due and payable upon Delivery of the Equipment and/or otherwise as IRONEYES MONITRING LP. may direct. Overdue payments shall bear interest at 18% per annum, compounded monthly. Recovery by IRONEYES MONITRING LP. of interest on overdue payments shall not operate as a waiver of any of IRONEYES MONITRING LP.'s remedies on default as provided elsewhere in this Agreement. Payments made by the Customer and applied to any indebtedness arising under this Agreement (including, without limitation, any interest) shall be applied first, to reimburse IRONEYES MONITRING LP. for any costs, charges or expenses paid or incurred by IRONEYES MONITRING LP. in relation to remedying Customer's defaults and/or repossession of the Equipment as provided for in this Agreement; second, towards payment of Charges and interest, if any, in arrears; third, toward payment of current Charges; fourth, on account of any monies owing to IRONEYES MONITRING LP. in relation to damage or loss of Equipment as described in this Agreement.

If any amount remains unpaid for twenty-eight (28) days after invoice due date, IRONEYES MONITRING LP. may, in its sole discretion, suspend the Services and/or remove Equipment from the Customer Site without further notice. Suspension/removal does not waive accrued Charges, fees or interest; Customer remains liable for all amounts due pursuant to this Agreement, including (without limitation) costs of collection and Equipment removal (including legal fees on a solicitor-client, full indemnity basis).

5. **Customer Assumption of Risk.** On Delivery of the Equipment, the Equipment will be solely at the risk of the Customer and shall remain at the Customer's risk until possession of the Equipment is returned to IRONEYES MONITRING LP. in accordance with this Agreement.
6. **Customer Duties.** The Customer shall, at its sole cost and responsibility:
  - a. Provide and maintain suitable conditions of and utilities to the Customer Site for use of the Equipment, including a stable mounting location, adequate power, adequate fuel and network connectivity meeting minimum specifications provided by IRONEYES MONITRING LP.;
  - b. Obtain and maintain any permits, consents, authorizations, and third-party permissions

necessary for installation and use of Equipment and for the collection, use, disclosure and storage of any video or audio data captured at the Customer Site, including but not limited to notices required under privacy and recording laws and condominium/strata or landlord approvals where applicable;

- c. Configure and keep current the Customer Contact Information and escalation preferences on the Cover Page, including the preferred order of notification and any required information for local law enforcement dispatch. Customer is solely responsible for the accuracy of such information;
  - d. Carry out all Routine Maintenance; and
  - e. Use the Equipment strictly in accordance with all documentation, instructions, and limitations provided by IRONEYES MONITRING LP., the manufacturers of the Equipment and Third-Party Providers, and only for lawful purposes.
7. **IRONEYES MONITRING LP.'s Limited Representation and Inspection Rights of Parties.** The Customer acknowledges that the Equipment and its specifications have been selected by the Customer and that IRONEYES MONITRING LP. is not the manufacturer or manufacturer's agent of the Equipment. IRONEYES MONITRING LP. represents and warrants that the Equipment will be in running order at the time of Delivery. Unless Customer notifies IRONEYES MONITRING LP. in writing of any problems with the Equipment within 24 hours of Delivery, IRONEYES MONITRING LP. shall be deemed to have satisfied its obligations in this regard. IRONEYES MONITRING LP. does not make, and specifically disclaims any representation or warranty with respect to the suitability, merchantability, condition, quality, design, operations quality, fitness for purpose, capacity, performance, freedom from liens and encumbrances, durability of the Equipment, or any other representation or warranty of any kind or character, whether express, implied, statutory including pursuant to the *Sale of Goods Act* of Alberta, as may be amended, or otherwise, with respect to the Equipment. During the Rental Period, IRONEYES MONITRING LP. may, upon providing notice to the Customer, enter the Customer Site or place where the Equipment is located and the Customer shall provide access to all necessary facilities for the purpose of IRONEYES MONITRING LP. inspecting the Equipment without any trespass being occasioned by such inspection by IRONEYES MONITRING LP.

Customer agrees that there are no promises, representations, warranties, conditions or terms express or implied or otherwise, made by or on behalf of IRONEYES MONITRING LP. other than as expressly set out in this Agreement.

8. **Title and Risk of Loss.** Title to the Equipment shall at all times be and remain vested in IRONEYES MONITRING LP. and nothing contained in this Agreement shall be deemed to have the effect of conferring upon Customer any right or title whatsoever in or to the Equipment, other than that of a renter or lessee. Unless agreed to in writing, signed by IRONEYES MONITRING LP., the Customer shall have no option or other right to purchase the Equipment. Any replacement components or parts of whatever kind or nature placed in or upon or attached to the Equipment shall immediately belong to and become the sole and exclusive property of IRONEYES MONITRING LP., shall form part of the Equipment, and shall be subject to the provisions of this Agreement. Customer shall not incur or permit to exist any claim, security interest, lien, charge, or other encumbrance to, on, or with respect to the Equipment nor any part of the Equipment (a "**Lien**"). Customer shall provide IRONEYES MONITRING LP. with immediate written notice if the Equipment becomes liable to seizure or subject to any Lien in contravention of this Agreement and IRONEYES MONITRING LP. shall be entitled to take whatever action, in its sole and absolute discretion, is advisable so as to protect its interest in the Equipment against such Lien at the Customer's sole expense. IRONEYES MONITRING LP. may at any time, in its sole and absolute discretion, make registrations or take other action to protect its interest in the Equipment. To the extent permitted by law, Customer hereby waives all rights to receive notice of

registration or copies of financing statements, financing change statements, verification statements, or any other notices or documentation associated with the foregoing and Customer hereby agrees to execute all such further documentation as IRONEYES MONITRING LP. may require in this regard. IRONEYES MONITRING LP. and Customer hereby confirm their intention that the Equipment shall always remain and be deemed personal property or movable property even though the Equipment may have been attached or affixed to realty and regardless of the manner in which it may become affixed or attached. The Equipment shall be at the sole risk of loss of Customer and Customer is responsible for the Equipment until it has been delivered to the Return Location and accepted by IRONEYES MONITRING LP.

9. **Reasonable Wear and Tear.** "Reasonable Wear and Tear" in respect of the Equipment means the deterioration of the Equipment that is caused by ordinary and reasonable use or amount of use as otherwise agreed in writing by IRONEYES MONITRING LP. Upon acceptance of the Equipment by IRONEYES MONITRING LP. at the Return Location, IRONEYES MONITRING LP. shall calculate the Reasonable Wear and Tear and the excess wear and tear to the Equipment and/or the tires and undercarriage (if any) ("**Excess Wear**"). Subject to Section 11 of this Agreement, the Customer agrees to pay for Excess Wear, as determined by IRONEYES MONITRING LP. in its sole and absolute discretion. Unless otherwise agreed to in writing by IRONEYES MONITRING LP., if the Equipment is equipped with tires or undercarriage, IRONEYES MONITRING LP. and the Customer agree that Reasonable Wear and Tear with respect to tires or undercarriage mounted on the Equipment shall not exceed five 5% percent wear per month.

10. **Maintenance, Operations and Repairs.**

- a. Subject to any obligations that IRONEYES MONITRING LP. may have pursuant to servicing agreements for the Equipment, if the Rental Period in respect of the Equipment is for a period of more than one day, the Customer shall be responsible for day-to-day routine, non-invasive maintenance and care, limited to external upkeep that does not require opening or accessing the interior of the Equipment or its sealed components, does not require disassembling, altering or rewiring of the Equipment and does not involve specialized tools or technical adjustments ("**Routine Maintenance**"). By way of example only, such Routine Maintenance includes (without limitation):
- i. wiping or brushing away dust, dirt, cobwebs, or debris from housings, lenses, and mounts using non-abrasive materials;
  - ii. clearing snow, ice, leaves, or other obstructions from cameras, sensors, housings, poles, brackets, solar panels, and line-of-sight areas;
  - iii. removing or trimming vegetation encroaching on fields of view or access ways;
  - iv. keeping ventilation openings and heat-dissipation surfaces free from blockage;
  - v. ensuring weather shrouds, sun shields, and lens caps are properly seated and free of obstruction;
  - vi. gently cleaning external lenses and protective covers with approved lens wipes or mild cleaners expressly recommended by IRONEYES MONITRING LP. or the manufacturer;
  - vii. securing or tidying external cabling slack and conduit covers without disconnecting or modifying cables;
  - viii. visually checking for obvious external damage, loose fasteners, or misalignment and reporting issues;
  - ix. resetting devices via user-accessible, non-technical power cycles where permitted (e.g., unplug/replug or breaker reset) without opening enclosures; and
  - x. maintaining clear access to equipment locations, including keeping doors, hatches, and service paths free from blockage.

Notwithstanding any responsibilities in this section 10.a, Customer shall not open housings; alter firmware or software; modify brackets, masts or mounting hardware beyond tightening

- visible fasteners as instructed; perform electrical work; replace internal components; or bypass safety or security features; or otherwise permit work or maintenance on the Equipment that is not Routine Maintenance to be completed by anyone other than IRONEYES MONITRING LP.'s personnel. Damage resulting from misuse, unauthorized maintenance, failure to perform Routine Maintenance, or non-compliance with instructions shall be at the Customer's expense.
- b. Subject to the terms of this Agreement, if at any time during the Rental Period the Equipment requires repair, the Customer shall immediately notify IRONEYES MONITRING LP. in writing as soon as practicable, and IRONEYES MONITRING LP. shall, in its sole and absolute discretion, determine whether such repair is actually required and whether to repair or replace the Equipment, subject to the terms of Sections 11 and 12.
- c. Notwithstanding anything herein to the contrary, the Customer shall:
- i. not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon any Equipment;
  - ii. not add any numbering, lettering or insignia to or upon the Equipment/
  - iii. ensure that the Equipment is not subjected to abuse, misuse, neglect, careless, and/or rough usage;
  - iv. comply with all requirements, rated capacity, recommendations, instructions of IRONEYES MONITRING LP. and the manufacturer of the Equipment including those that are posted on the Equipment, included in the operator's manual(s), and as otherwise communicated by IRONEYES MONITRING LP.;
  - v. only use the Equipment in the normal business operations of Customer;
  - vi. only permit qualified employees to use and operate the Equipment and possession and use of the Equipment shall only be exercised by Customer and its employees and, without limiting the generality of the foregoing, in no event shall permit the possession or use of the Equipment by any customer, client, contractor, subcontractor or agent of the Customer; and
  - vii. comply with and conform to all Applicable Law in any way relating to the installation, testing, possession, use, operation, repair, maintenance, servicing, transportation, storage or bailment of the Equipment.
- d. The Customer shall return to IRONEYES MONITRING LP. the Equipment and its appurtenances, together with any tools and accessories pertaining thereto in the same or better condition as it was on Delivery, Reasonable Wear and Tear excepted.
- e. IRONEYES MONITRING LP. shall not be responsible or liable to the Customer for any downtime, delays, costs, expenses, damages, or inconvenience caused to Customer for any reason including, without limitation, to perform repairs on the Equipment, replace the Equipment, or by failure of any tires, tubes, wheels and/or associated equipment. Customer shall be charged the Rental Charges relating to the Equipment while the Equipment is being repaired.
11. **Damage to or Loss of Equipment.** If the Equipment is damaged during the Rental Period, IRONEYES MONITRING LP. may at its option, repair the Equipment and the Customer agrees to reimburse IRONEYES MONITRING LP. at IRONEYES MONITRING LP.'s regular billing rates on being invoiced for such repairs plus costs for delivery of any parts. If the Equipment shall at any

time while at the risk of the Customer, be lost, destroyed, or in IRONEYES MONITRING LP.'s sole opinion damaged beyond economic repair, the Customer shall pay to IRONEYES MONITRING LP. an amount equal to the fair market value of the Equipment, as determined in IRONEYES MONITRING LP.'s sole and absolute discretion, as of such date and IRONEYES MONITRING LP. shall have no obligation whatsoever to provide replacement equipment. In addition, the Customer shall pay to IRONEYES MONITRING LP. all amounts which are outstanding under this Agreement up to the date of such loss, destruction or damage and Charges for the remainder of the Rental Period.

12. **Equipment Repair or Replacement.** If the Equipment becomes unsafe, malfunctions or requires repair, the Customer shall immediately cease to use the Equipment and notify IRONEYES MONITRING LP. in writing as soon as practicable thereafter and IRONEYES MONITRING LP. will determine in its sole and absolute discretion, whether to repair or replace the Equipment with substantially similar equipment. IRONEYES MONITRING LP. has no obligation to repair or replace Equipment which is damaged or rendered inoperable as a result of any reason, including, without limitation, as a result of breach of this Agreement, misuse and/or the acts or omissions of the Customer or others. The Customer shall pay to IRONEYES MONITRING LP. all amounts which are outstanding under this Agreement up to the date such written notice was received by IRONEYES MONITRING LP. and Charges for the remainder of the Rental Period.
13. **Return of Equipment.** At the expiration or termination of the Rental Period, the Customer shall clean and return the Equipment to the Return Location in the same or better condition as it was when delivered by IRONEYES MONITRING LP., including, without limitation, the same fuel level, Reasonable Wear and Tear excepted. The cost of cleaning and any repairs shall be the sole responsibility of the Customer at its sole cost. The cost of fuel will be local pump price plus 20%.

Unless otherwise agreed to in writing by IRONEYES MONITRING LP., the Customer's right to use, retain, and possess the Equipment terminates on the expiration or termination of the Rental Period. Late returns may, in IRONEYES MONITRING LP.'s sole and absolute discretion, be subject to additional charges for each hour the Equipment is retained beyond the expiration or termination of the Rental Period. In the event the Equipment is returned after IRONEYES MONITRING LP.'s regular business hours, the Equipment shall be deemed to have been returned at the commencement of normal opening hours on IRONEYES MONITRING LP.'s next regular business day, and all risk of loss shall remain with the Customer until the Equipment is accepted by IRONEYES MONITRING LP..

Customer acknowledges that IRONEYES MONITRING LP. must confirm receipt of the Equipment. Until such time as IRONEYES MONITRING LP. is in actual possession of the Equipment in accordance with this section all Charges will continue to accrue for the Equipment.

14. **Entry and Retrieval.**

In addition to any other rights of entry or repossession under the Agreement or at law, Customer irrevocably consents to IRONEYES MONITRING LP., and its agents, entering the Customer Site or other location at which the Equipment is located at any time, with or without notice, for the purposes of inspection, deactivation, or retrieval of the Equipment, and without limiting the rights of IRONEYES MONITRING LP. herein, Customer agrees to provide safe and timely access for such purposes. IRONEYES MONITRING LP. shall have no liability to Customer for any interruption or loss arising from such entry or retrieval, except to the extent caused by IRONEYES MONITRING LP.'s willful misconduct. For residential premises or multi-tenant buildings, entry will be exercised in compliance with Applicable Law, including any required notice periods or landlord/tenant entry rules, and Customer shall cooperate with any compliance requirements to provide reasonable access.

15. **Third Party Manufacturer and Vendor Terms**

The Equipment is manufactured by third parties and the Equipment and Services may include or rely on products, hardware, firmware, software, platforms, or services provided by third parties (each, a “**Third-Party Provider**”). All applicable Third-Party Provider terms and conditions, end user licence agreements, platform terms, warranty terms, service levels, support terms, acceptable use policies, and any required “flow-down” obligations made available by such Third-Party Providers in connection with the Equipment (the “**Third-Party Provider Terms**”) and Services are hereby incorporated by reference into this Agreement.

The Third-Party Provider Terms can be accessed by the Customer at [www.ironeyes.com](http://www.ironeyes.com) and the Customer acknowledges and confirms that they have read and understand all Third-Party Provider Terms. The Customer expressly agrees to be bound by and comply with all such Third-Party Provider Terms as if the Customer were expressly named as a party and as the original end user/licensee thereunder.

To the extent required by any Third-Party Provider Terms, the applicable Third-Party Provider is an intended third-party beneficiary of this Section and may enforce its Third-Party Provider Terms directly against the Customer. In the event of any conflict between such Third-Party Provider Terms and this Agreement with respect to the applicable third-party product or service, the more protective terms in favour of the Third-Party Provider shall govern as between the Customer and the Third-Party Provider; and as between the Customer and IRONEYES MONITRING LP., the most restrictive applicable use, warranty, and liability limitations shall apply to the relevant third-party product or service. The Customer acknowledges that breach of any Third-Party Provider Terms may result in suspension or termination of access to the relevant third-party products or services, or loss of functionality in the Services, in each case without liability to IRONEYES MONITRING LP., and the Customer will indemnify and hold harmless IRONEYES MONITRING LP. from and against claims, fees, penalties, or costs (including legal fees on a solicitor-client, full indemnity basis) arising from the Customer’s breach of such Third-Party Provider Terms.

As between the parties, IRONEYES MONITRING LP. and its licensors own all right, title, and interest in and to the Services, Equipment, firmware, and any models, analytics, and software. No rights are granted by implication; all rights not expressly granted are reserved. Certain components may be licensed under open-source or third-party licenses; to the extent required by such licenses, those terms are incorporated and govern use of the relevant components in the event of conflict. Customer grants IRONEYES MONITRING LP. a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by Customer, without obligation.

## 16. **Privacy and Data Protection.**

- a. Customer authorizes IRONEYES MONITRING LP., its affiliates and Third-Party Providers to collect, use, process, store, and disclose data generated by or through the Equipment and Services, which may include video, images, audio (if enabled), metadata, logs, configuration parameters, alerts, and diagnostics (collectively, “**Service Data**”). Service Data may include Personal Information. IRONEYES MONITRING LP. may process Service Data for: (i) providing the Services; (ii) safety, security, quality assurance and troubleshooting; (iii) improving, training, testing, and developing algorithms and services; and (iv) legal, regulatory, and law enforcement compliance.
- b. Customer is solely responsible for providing all notices and obtaining all consents required under Applicable Law for the capture and processing of Service Data at the Customer Site, including conspicuous signage and any required policies governing surveillance and retention.
- c. As between the parties, Customer shall own all right, title and interest in and to the Service

Data.

- d. Customer grants IRONEYES MONITRING LP. a non-exclusive, worldwide, royalty-free license during the term to use Service Data only in connection with the provision of Services. IRONEYES MONITRING LP. may create and use de-identified or aggregated data derived from Service Data for analytics, service improvement, quality assurance, security, and development of algorithms and models, provided such data does not identify Customer or any individual. Customer consents to the use of de-identified data derived from Service Data to train and improve algorithms.
- e. Notwithstanding anything to the contrary in this Agreement, IRONEYES MONITRING LP. is specifically prohibited from (i) retaining, using, or disclosing any information, used, alone or in combination, that identifies or relates to an individual, who can be identified directly or indirectly, including but not limited to name, postal address, email address, telephone number, age or date of birth, gender, demographic information, marketing preferences, medical information, financial information, consumer report information, or as defined in the relevant privacy laws ("**Personal Information**") for any purpose other than the specific purpose of performing the Services specified in this Agreement or for business purposes explicitly permitted in this Agreement on behalf of Customer (including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing such services); (ii) selling Personal Information; and (iii) using Personal Information received either from a person or entity it services or from a consumer's direct interaction with IRONEYES MONITRING LP. for the purpose of providing services to another person or entity. Notwithstanding the previous sentence, the Customer authorizes IRONEYES MONITRING LP. to disclose Personal Information to Third-Party Providers to the extent necessary for the purposes of IRONEYES MONITRING LP. performing its obligations under this Agreement.
- f. IRONEYES MONITRING LP. shall comply with all privacy laws, including the *Personal Information Protection Act (Alberta)* and the *Personal Information Protection and Electronic Documents Act (Canada)*, applicable to IRONEYES MONITRING LP. respecting Personal Information, and the provisions of the security and privacy requirements herein. IRONEYES MONITRING LP. shall not use any Personal Information except to the extent required to perform its obligations under this Agreement and in accordance with applicable privacy laws. IRONEYES MONITRING LP. shall take all reasonable steps to protect the Personal Information from unauthorized access, use, copying, theft, loss of, or inability to account for, or use or disclosure in violation of this provision. IRONEYES MONITRING LP. shall restrict access to Personal Information to those of its representatives who have a legitimate business need for that Personal Information for the purpose of carrying out the Services. In the case of disclosure of Personal Information by IRONEYES MONITRING LP. to a Third-Party Provider, such disclosures shall not be permitted unless such Third-Party Provider shall have entered into a written agreement with IRONEYES MONITRING LP. imposing obligations upon the Third-Party Provider with respect to the use of such Personal Information which are substantially similar to those obligations set out herein.
- g. IRONEYES MONITRING LP. shall use commercially reasonable efforts to: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Services and the Service Data; (ii) protect the confidentiality of the Service Data and Personal Information; and (iii) access and use the Service Data solely to perform its obligations in accordance with the terms of this Agreement and as otherwise permitted in this Agreement; provided, however, that unless resulting from the failure of IRONEYES MONITRING LP. to perform the foregoing obligations, the parties agree that IRONEYES MONITRING LP. shall not be responsible or liable for situations where data or transmissions are accessed by third parties through illegal or illicit means, or where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to IRONEYES MONITRING LP. at the time.

- h. Notwithstanding anything to the contrary in this Agreement, the liability and Damages cap set forth in section 19 does not apply to an unauthorized access to or disclosure of Service Data directly caused by IRONEYES MONITRING LP. or a breach by IRONEYES MONITRING LP. of its obligations in this section 19 ("**Service Data Incident**"). IRONEYES MONITRING LP.'s cumulative liability to Customer for all claims arising from Service Data Incidents shall not exceed the amount of Rental Charges paid by Customer to IRONEYES MONITRING LP., for the Services from which the Service Data Incident arises, during the 3-month period immediately prior to the date of such claim.
17. **Indemnity.** The Customer shall indemnify, defend, and hold harmless IRONEYES MONITRING LP. its affiliates and their respective directors, officers, shareholders, partners, employees, Third-Party Providers insurers, agents, and representatives (collectively, "**IRONEYES MONITRING LP.**") against any and all liens, claims, loss, costs, charges, expenses, penalties, demands, damages, liabilities, actions and suits of every kind and nature whatsoever, including, without limitation, legal costs on a solicitor client full indemnity basis, and costs of collection (collectively "**Damages**") which are asserted against or suffered by IRONEYES MONITRING LP., or any of them, including any third party claims, which are as a result of, arising out of, or relating to: (i) any breach of this Agreement by the Customer or any other act or omission by the Customer, or the Customer's respective employees, contractors, subcontractors, suppliers, agents, invitees, or others for whom it may be responsible at law ("**Customer Group**"); and/or (ii) payment for personal injuries (including death) and/or property damages suffered by any person (including the Customer Group) in any way relating to or arising out of the Agreement including, but not limited to, rental, delivery, possession, retention, operation, use, maintenance, handling, transportation, removal, or repossession of the Equipment. Customer shall also be responsible for any and all Damages done to any personal property, real estate, immovable property, building or structure by its use of or removal of the Equipment (whether removal be affected by the Customer, IRONEYES MONITRING LP. or any third party or person). The Customer hereby releases IRONEYES MONITRING LP. from any and all Damages which it may have against IRONEYES MONITRING LP. for any loss or damage which it may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
18. **Insurance.** Unless otherwise agreed to in writing between the Customer and IRONEYES MONITRING LP., the Customer agrees to obtain and maintain the following insurance at its own expense during the Rental Period and for such additional period of time, if any, until the Equipment is returned to the Return Location and accepted by IRONEYES MONITRING LP.: (i) public liability insurance for bodily injury (including death) and property damage in an amount not less than \$5,000,000 and (ii) "all risks" insurance for the full replacement value of the Equipment, as determined by IRONEYES MONITRING LP., against loss or damage to the Equipment including, without limitation, loss by collision, theft, flood, fire and all other risks of loss as are customary for the intended use of the Equipment and in the business in which the Customer is engaged. All such policies of insurance shall: (i) be with such insurers as are satisfactory to IRONEYES MONITRING LP.; (ii) name "IRONEYES MONITRING LP." as an additional named insured, and include a cross liability clause in respect of public liability insurance; (iii) name IRONEYES MONITRING LP. as first loss payee in respect of all risks insurance; (iv) contain a clause requiring the insurer to give to IRONEYES MONITRING LP. at least 30 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof; and (v) not, without the prior written consent of IRONEYES MONITRING LP., contain any clause excluding coverage in respect of: (A) loss due to soft soil, quicksand, swamp conditions, ice, muskeg or other equivalent or similar terrain; (B) loss when used in an application other than the specified use; (C) loss resulting from operation of the Equipment in an overloaded condition or contrary to the manufacturer's instructions; (D) loss while waterborne; (E) loss while the Equipment is leased, rented, lent, or sublet to a third party; or (F) loss by fire in the event that fire suppression equipment required to be installed on the Equipment is disconnected for any reason. The Customer shall be solely liable for the full amount of any deductible(s) or retained amounts associated with its insurance and shall ensure that a waiver of subrogation against IRONEYES

MONITRING LP. is in place. The Customer agrees to promptly deliver evidence of such insurance to IRONEYES MONITRING LP. upon request and agrees to promptly notify the insurer and IRONEYES MONITRING LP. of any change in the use of the Equipment. The limits of insurance contained herein and the availability of coverage for losses shall not be construed so as to limit the Customer's liability under this Agreement.

19. **Limit of Liability.** To the maximum extent permitted by law, Customer agrees that IRONEYES MONITRING LP.'s total aggregate liability, if any, for any and all Damages including, without limitation, causes of action and, regardless of the form of action or Damages including, without limitation, in contract (including, without limitation, for any breach of any provision of this Agreement, express or implied, or any other agreement contemplated by this Agreement or any other breach, act or omission of IRONEYES MONITRING LP. giving rise to liability), tort (including, without limitation, as may arise out of IRONEYES MONITRING LP.'s negligence or gross negligence), strict liability, equity, or any other theory of liability whatsoever, shall in all cases be limited to the Customer's actual direct provable damages in an amount not to exceed the amount of Rental Charges actually received by IRONEYES MONITRING LP. under this Agreement for the three (3) months immediately preceding the event giving rise to the claim.

IRONEYES MONITRING LP. shall not be liable for any personal injury (including death) to any person (including, without limitation, Customer and members of the Customer Group) or for any other loss or damage, either direct, indirect, special, incidental or consequential, including, without limitation, damages for loss of profits, lost business revenue, failure to realize expected revenues or savings, loss of business opportunity, cost of procurement of substitute goods or services, loss of use or economic loss, whether to the Equipment, any other property, or otherwise, which is in any way related to this Agreement and its subject matter (including, without limitation, as may be related to the delivery, possession, retention, operation, use, maintenance, handling, transportation or repossession of the Equipment or by any defect therein ). In addition, in no case shall IRONEYES MONITRING LP. be liable for any downtime, delay, loss of production, and of loss of use of the Equipment whether or not caused or contributed to by the negligence or default of IRONEYES MONITRING LP.. All limits of IRONEYES MONITRING LP.'s liability contained in this Agreement shall survive the expiry or earlier termination of this Agreement.

Without limiting the foregoing, the Customer acknowledges that the Services include use of artificial intelligence ("AI") enabled analytics and remote monitoring which are probabilistic and may generate false positives or false negatives, may fail to detect or may misclassify persons, vehicles, or events, may be affected by environmental conditions, bandwidth or power interruptions, occlusions, lighting changes, weather, camera positioning, configuration errors, or third-party service outages. IRONEYES MONITRING LP. does not guarantee Services and cannot guarantee protection against theft, intrusion or other damages. IRONEYES MONITRING LP. shall have no liability for any failure to detect, delayed detection, misdetection, missed notification, or any decision by law enforcement or a third party to not respond, to respond slowly, or to respond ineffectively. The Services are not life-safety services and are not a substitute for on-site security or emergency services.

Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by Applicable Law, including liability for willful misconduct or fraud, or any non-waivable statutory rights.

20. **Use of AI.**

- a. Customer acknowledges that the Services rely on third-party software, models, platforms, cloud hosting, networking, and telecommunications services (collectively, "**Third-Party Services**"). Availability, features, performance, and outputs of the Services may be affected by Third-Party Services. IRONEYES MONITRING LP. is not responsible for unavailability or degradation attributable to Third-Party Services, network providers, utilities, or Customer

systems, and any service-level commitments exclude such causes. Third-party vendors may modify, update, retrain, deprecate, or discontinue models, features, or APIs. IRONEYES MONITRING LP. may reasonably modify the Services to accommodate such changes. If a material feature necessary to provide the Services is deprecated without a commercially reasonable substitute, Customer may terminate the affected portion of the Services upon notice; Customer's sole remedy is a pro-rata refund of prepaid fees for the terminated portion.

- b. AI analytics are non-deterministic and subject to variability, drift, and error rates. Configuration (e.g., sensitivity thresholds, zones, schedules) significantly affects detection and alert rates. Unless expressly stated in writing, no performance warranties, accuracy rates, or false alarm/false negative rates are guaranteed. IRONEYES MONITRING LP. may provide initial configuration and subsequent adjustments as part of support; Customer remains responsible for approving and implementing recommended changes. Customer will not use the Services for medical diagnosis or treatment, life-safety monitoring, critical infrastructure control, autonomous decision-making with material safety impacts, or any other high-risk use where failure could reasonably be expected to result in death, personal injury, or severe property or environmental damage.

## **21. Default & Termination.**

In the event of a default by Customer of this Agreement, or if IRONEYES MONITRING LP. reasonably believes Customer is in default of this Agreement, IRONEYES MONITRING LP. may enter the property where the Equipment is located and render it inoperative or remove the Equipment with or without process of law and without any notice or liability to Customer. Customer waives any right to any hearing or to receive any notice of legal process as a pre-condition for IRONEYES MONITRING LP. recovering the Equipment. Customer agrees to admit such entry and action by IRONEYES MONITRING LP. In such case, IRONEYES MONITRING LP. may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which IRONEYES MONITRING LP. might otherwise have. Customer grants IRONEYES MONITRING LP. the right to take any such steps which IRONEYES MONITRING LP. reasonably deems necessary to recover the Equipment.

Notwithstanding anything else in this Agreement, if the Customer: (i) fails to make any payment after it becomes due, (ii) becomes bankrupt, insolvent, has a receiver appointed, and/or takes the benefit of creditor protection legislation, (iii) breaches this Agreement or has threatened or is otherwise anticipated to breach this Agreement in IRONEYES MONITRING LP.'s sole discretion, (iv) fails to return the Equipment as provided herein including, without limitation, using the Equipment in a manner prohibited by this Agreement, and/or (v) fails to comply with any reasonable direction given by IRONEYES MONITRING LP. in respect of the Equipment, IRONEYES MONITRING LP. may at its option: (i) immediately terminate the Rental Period, (ii) re-take possession of the Equipment without becoming liable for trespass, and (iii) with prejudice and in addition to any other rights which IRONEYES MONITRING LP. may have under this Agreement, recover all accrued Charges, including, without limitation, those associated with repossession of the Equipment. All of IRONEYES MONITRING LP.'s rights and remedies herein are cumulative and are not intended to be exclusive and are in addition to any right or remedy previously referred to or otherwise available to IRONEYES MONITRING LP. at law or in equity. Any one or more of IRONEYES MONITRING LP.'s rights and remedies may from time to time be exercised independently or in combination and without prejudice to any other right or remedy IRONEYES MONITRING LP. may have or may have exercised.

## **22. Consumer Protection.**

This Agreement applies to both commercial and residential Customers. For residential Customers who are individuals acting for personal, family, or household purposes, the following consumer carve-outs apply to the extent required by Applicable Law:

- a. Nothing in this Agreement excludes or limits any statutory rights or remedies that cannot be excluded or limited, including under any applicable consumer protection legislation. If any term of this Agreement would be unenforceable against a consumer, that term is modified to the minimum extent necessary to be enforceable, and if it cannot be so modified, it is severed without affecting the remaining terms.
  - b. The Customer acknowledges receiving a clear disclosure of the total fees, including Rental Charges, billing frequency, minimum term (if any), cancellation rights, and any early termination amounts. Any renewals will be on the terms disclosed to the consumer in accordance with Applicable Law.
  - c. Limitations and exclusions of liability are subject to any statutory prohibitions applicable to consumers. The liability and Damages cap set out in this Agreement applies to the extent permitted by Applicable Law.
  - d. Any right of entry and retrieval will be exercised in accordance with residential tenancy and consumer protection entry rules, including any required notice periods.
  - e. IRONEYES MONITRING LP. will handle personal information in accordance with Applicable Law and any posted privacy notice, and will honor consumer rights of access, correction, and deletion to the extent required by law.
23. **Subletting and Location.** The Customer shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of IRONEYES MONITRING LP. such consent may be unreasonably withheld. IRONEYES MONITRING LP. shall be entitled to assign its rights under this Agreement in or to any of the Equipment without the consent of Customer. Customer may not sublet any of the Equipment without the prior written consent of IRONEYES MONITRING LP., which consent, if provided by IRONEYES MONITRING LP. in its sole and absolute discretion, shall not release the Customer from any of its obligations and the Customer shall remain fully responsible for the Equipment and bear full risk with respect to the Equipment notwithstanding any subletting of the Equipment. Unless otherwise agreed to by IRONEYES MONITRING LP. in writing, the Equipment shall be used only at the location shown on the Cover Page and Customer shall not remove or permit the removal of the Equipment from such location without the prior written consent of IRONEYES MONITRING LP.
24. **Tax.** The Customer shall pay and discharge when due, all license fees, levies (including, without limitation, environmental levies), assessments, and all taxes including, without limitation, all sales, use, property, rental, excise, goods and services, harmonized sales, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the services or Equipment which are the subject matter of this Agreement (except income taxes payable by IRONEYES MONITRING LP.) whether they are payable by or billed or assessed to IRONEYES MONITRING LP. or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to IRONEYES MONITRING LP. that the Equipment is not subject to, or is subject to, any particular rate of Tax or Taxes. If IRONEYES MONITRING LP., either at the Customer's request or due to requirement of Applicable Law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse IRONEYES MONITRING LP. therefor. The amount of any such payment shall bear interest at the rate of 18% per annum, compounded monthly.
25. **Subrogation.** In the event of any loss or damage to the Equipment, IRONEYES MONITRING LP. may, in its sole and absolute discretion, exercise a right of subrogation with respect to any right of the Customer to recover against any person, firm or corporation with respect to such loss or damage. The Customer agrees to promptly execute and deliver whatever instruments and

documents as are required and to do whatever else is necessary to secure such rights. Customer will cooperate fully with IRONEYES MONITRING LP. and/or IRONEYES MONITRING LP.'s insurers in the enforcement and prosecution of those rights and will neither take or permit nor suffer any action to prejudice IRONEYES MONITRING LP.'s rights with respect thereto.

26. **Waiver of Rights.** Any waiver by IRONEYES MONITRING LP. of any of the provisions of this Agreement will be binding only if it is in writing, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of IRONEYES MONITRING LP. in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).
27. **Force Majeure.** IRONEYES MONITRING LP. shall incur no liability to Customer whatsoever, and shall not be in breach or default of this Agreement, for any delay in delivery of, or failure to deliver, the Equipment or for any delay or failure to perform any of its obligations under this Agreement as a result of any "Force Majeure". For the purposes of this Agreement "Force Majeure" means an event, condition or circumstance (and the effect thereof) which is not within the reasonable control of IRONEYES MONITRING LP., including without limitation, strike, lockout, threat of strike or lockout, flood, interruption or delay in transportation or carrier, acts of nature, any requirement or shortage of labour or equipment or material, acts of God, fire, explosion, widely spread or localized disease, illness, and/or infection, civil disturbance, war, riot, insurrection, military or action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, drought and action or restraint by the order of any governmental authority.
28. **Other Defaults.** Any breach by Customer of any other agreement between IRONEYES MONITRING LP. and Customer (the "**Other Agreements**") shall constitute a breach of this Agreement and any breach by Customer of this Agreement shall constitute a breach of each of such Other Agreements.
29. **Set Off.** Notwithstanding any other provision in this Agreement, Customer agrees that: (i) IRONEYES MONITRING LP. has the right and is entitled to set-off for any amounts which are owing or may otherwise be owing by IRONEYES MONITRING LP. to Customer under this Agreement against any amounts which are owing or may otherwise owing by Customer to IRONEYES MONITRING LP. under this Agreement or under the Other Agreements. IRONEYES MONITRING LP. also has the right and is entitled to set-off for any amounts which are owing or may otherwise be owing by IRONEYES MONITRING LP. to the Customer under any of the Other Agreements against any amounts which are owing or may otherwise be owing by Customer to IRONEYES MONITRING LP. under this Agreement or under any of the Other Agreements; and (ii) if Customer is in default under the Agreement or is default under any of the Other Agreements then IRONEYES MONITRING LP. has the right and is entitled to terminate this Agreement and IRONEYES MONITRING LP. may terminate any of the Other Agreements.
30. **Notice.** Any notice to be given by one party to the other shall be in writing and may be delivered by hand, emailed to the other party, or mailed by prepaid registered post at the address shown on the Cover Page or at such other address as may be substituted therefor from time to time by proper notice and such notice shall be deemed to have been received by the addressee (i) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, on the commencement of business on the next business day; (ii) if sent by email during business hours on a business day, on the day it was sent, and if not sent during business hours, on the commencement of business on the next business day; and (iii) in the case of mail, on the fifth business day following the date on which such notice was posted; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by email.

31. **Compliance with laws.** Customer shall at its sole cost comply with the provisions of all Applicable Law and regulations made by any government or other regulatory body applicable to the Equipment including the rental, operation, design, erection, transportation, use, retention and/or possession of the Equipment or Services by Customer.

In the event of an accident, loss of, theft of or damage to the Equipment, Customer agrees to notify IRONEYES MONITRING LP. immediately by telephone, and thereafter to immediately report in writing to IRONEYES MONITRING LP. and the public authorities (where required by law or by IRONEYES MONITRING LP.) all information deemed relevant thereto IRONEYES MONITRING LP.. Customer will cause its agents and employees to give IRONEYES MONITRING LP. and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft or damage.

32. **Governing Law.** This Agreement will be governed by and construed according to the laws of the Province of Alberta without reference to conflict of laws principles and each of the parties to this Agreement attorns to the jurisdiction of the courts of the Province of Alberta in the Judicial District of Edmonton for the settling of any disputes hereunder.

33. **IRONEYES MONITRING LP.'s Financing.** This Agreement, and the Equipment will in all cases be subject to any rights and interest granted by IRONEYES MONITRING LP. under any contracts or other obligations to financing institutions.

34. **Successors and Assigns.** This Agreement shall ensure to the benefit of and shall be binding on the parties hereto and their respective heirs, executors, agents, administrators, successors and permitted assigns.

35. **Severability.** If any term or condition of this Agreement or its application to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

36. **IRONEYES MONITRING LP. Terms and Conditions Govern.** Except as otherwise expressly agreed by IRONEYES MONITRING LP. and the Customer in writing, no terms and/or conditions set out in any purchase order, acceptance document, or other document not explicitly referenced on the Cover Page shall be of any force or effect.

37. **Entire Agreement.** This Agreement consists of those terms noted on the Cover Page, along with any other explicitly referenced documents in this Agreement, including (without limitation) the Third-Party Provider Terms. This Agreement represents the entire agreement between the parties, and may not be amended except by written agreement of the parties, with the exception of the Third-Party Provider Terms, which may be amended from time to time at IRONEYES MONITRING LP. or the Third-Party Providers' sole discretion. All other documents, communications (written or oral), or other representations are hereby expressly disclaimed. In the event of conflict or ambiguity in the documents comprising this Agreement, for any matter relating to the rental of the Equipment, these Rental Agreement Terms and Conditions shall govern.

## Schedule "A" Definitions

1. **Definitions.** As used in this Agreement, the following terms have the meanings set forth below:
- a. **"AI"** has the meaning given in Section 19.
  - b. **"Applicable Law"** means all applicable federal, provincial/territorial, and local or municipal laws, statutes, ordinances, by-laws, codes, rules, regulations, and other requirements of any governmental, regulatory, administrative, judicial or quasi-judicial authority.
  - c. **"Charges"** has the meaning given in Section 3.
  - d. **"Cover Page"** means the first two pages of this Agreement.
  - e. **"Customer"** means the party identified on the Cover Page as the customer.
  - f. **"Customer Contact Information"** means the Customer's contact information listed on the Cover Page.
  - g. **"Customer Group"** has the meaning given in Section 17.
  - h. **"Customer Site"** has the meaning given in Section 1(a).
  - i. **"Damages"** has the meaning given in Section 17.
  - j. **"Delivery"** has the meaning given in Section 2.
  - k. **"Equipment"** means all equipment and other property rented to the Customer pursuant to this Agreement as indicated on the Cover Page.
  - l. **"Excess Wear"** has the meaning given in Section 9.
  - m. **"Force Majeure"** has the meaning given in Section 27.
  - n. **"Lien"** has the meaning given in Section 8.
  - o. **"Other Agreements"** has the meaning given in Section 28.
  - p. **"Reasonable Wear and Tear"** has the meaning given in Section 9.
  - q. **"Rental Charges"** has the meaning given in Section 3.
  - r. **"Rental Period"** has the meaning given in Section 2.
  - s. **"Return Location"** means the location listed on the Cover Page or any other location determined by IRONEYES MONITRING LP. in its sole discretion provided notice of such location is provided to the Customer.
  - t. **"Routine Maintenance"** has the meaning give in Section 10.
  - u. **"Service Data"** has the meaning given in Section 16(a).
  - v. **"Service Data Incident"** has the meaning given in Section 16(i).
  - w. **"Personal Information"** has the meaning given in Section 16(f).
  - x. **"Services"** has the meaning given in Section 1.
  - y. **"Tax"** has the meaning given in Section 24.
  - z. **"Third-Party Provider"** has the meaning given in Section 15.
  - aa. **"Third-Party Provider Terms"** has the meaning given in Section 15.
  - bb. **"Third-Party Services"** has the meaning given in Section 20.