LINK-TEL, INC TERMS OF USE “IP SURVEILLANCE”

IMPORTANT: READ THE TERMS AND CONDITIONS OF THESE TERMS OF USE (THIS "**AGREEMENT**") CAREFULLY BEFORE USING THE SERVICE (DEFINED BELOW). LINK-TEL INC. ("**LINK-TEL**") IS WILLING TO PROVIDE YOU, AS THE AUTHORIZED USER OF THE SERVICE ("**YOU**" OR "**YOUR**"), ACCESS TO AND USE OF THE SERVICE ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND EAGLE EYE. BY CLICKING "I ACCEPT" OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR ACCESSING OR USING THE SERVICE, YOU AFFIRM THAT THIS AGREEMENT CONSTITUTES A WRITING, AND THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL WHO CLICKS “I ACCEPT” IS ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR OTHER LEGAL ENTITY, SUCH AS FOR EXAMPLE HIS OR HER EMPLOYER, SUCH INDIVIDUAL REPRESENTS AND WARRANTS TO EAGLE EYE THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS AGREEMENT AND ACCEPT THESE TERMS ON BEHALF OF SUCH ENTITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK "I DO NOT ACCEPT" OR "CANCEL" OR OTHERWISE INDICATE REFUSAL, AND DO NOT ACCESS OR USE THE SERVICE.

1. Definitions

“**LINK-TEL.NET Website**” means Eagle Eye’s website located at http://www.link-tel.net, or any successor or alternate website designated in writing by Link-Tel, Inc. from time to time.

"**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

"**Customer Data**" means all electronic data, records or information submitted by You to the Service.

"**Documentation**" means any written online documentation, manuals or guides for the Service published by Link-Tel, Inc and supplied to You by Link-Tel, Inc. or an authorized Link-Tel.Net, as updated from time to time in Link-Tel’s sole discretion, available at the www.link-tel.net Website or via login to the Service.

“**Excused Downtime**” means any period of unavailability or inoperability caused by a Force Majeure Event.

“**Force Majeure Event**” means any circumstance or occurrence beyond the reasonable control of Eagle Eye, including, without limitation, acts or omissions by a public authority, acts of God, strikes, blockades, acts of terrorism, riots, storms, earthquakes, explosions, fires, floods, Internet or telecommunications failures/outages/delays, third-party hosting facility failures, denial of service attacks, or other similar occurrences.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Scheduled Maintenance**” means any period during which the Service is unavailable for maintenance, including the implementation of any updates, enhancements, patches, fixes, or error corrections.

"**Service**" means the online, Web-based hosted software service made available by Eagle Eye via the Link-Tel Website under the name Eagle Eye (or such other name(s) as may be designated by Eagle Eye from time to time), including associated offline components, as described by the Documentation.

“**Subscription Term**” means Your initial subscription term for the Service and any renewals or extensions thereof agreed to by Link-Tel or an authorized Link-Tel reseller, as set forth in a written agreement between You and Link-Tel or the applicable authorized Eagle Eye reseller.

"**Users**" means individuals who are authorized by You to use the Service and who have been supplied user identifications and passwords by You (or by an authorized Link-Tel reseller). Users may include but are not limited to Your employees, consultants, contractors and agents.

2. Service

Link-Tel will make the Service available to You and Your Users pursuant to this Agreement during the applicable Subscription Term. You agree that Your purchase of the subscription to the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Link-Tel with respect to future functionality or features. You acknowledge that: (i) payment terms for the Service must be established separately and independently between You and Link-Tel or the applicable authorized Link-Tel reseller; (ii) this Agreement and any order form or other written agreement between You and Link-Tel establishing payment terms between You and Link-Tel constitutes the entire agreement between You and Link-Tel regarding the provision by Link-Tel and the access and use by You and Your Users, of the Service and controls as to any terms; (iii) the terms and conditions of any purchase order or other agreement between You and the applicable authorized Eagle Eye reseller are not binding on Link-Tel; (iv) the authorized Link-Tel reseller is not Link-Tel’s agent and is not authorized to alter, amend or modify the terms of this Agreement, or otherwise grant any rights relating in any way to the Service; and (v) Your non-payment of any amount owed to Eagle Eye or an authorized Link-Tel reseller relating to this Agreement will constitute a basis for Eagle Eye's termination of this Agreement. You further acknowledge and agree that You are responsible for providing and maintaining the hardware, operating system software and Internet connection necessary to access and use the Service, and that Link-Tel makes no representation or warranty with regard to any services provided by any third party, including, without limitation, any authorized reseller from whom You obtained Your subscription to the Service. Any technical support services relating to the

Service will be provided pursuant to a separate written agreement entered into between You and an authorized Link-Tel, Inc reseller or Link-Tel.net.

3. Use of the Service

Link-Tel will use commercially reasonable efforts to: (i) maintain the security and integrity of the Service and the Customer Data and (ii) make the Service available 24 hours a day, 7 days a week, except for: (a) Scheduled Maintenance and (b) Excused Downtime. Link-Tel will use commercially reasonable efforts to provide at least 8 hours' notice of Scheduled Maintenance, which notice may be provided through the Service.

You are responsible for Your Users' compliance with this Agreement and the Documentation. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and will ensure that all instructions given to Eagle Eye in respect of the Customer Data will be in compliance with applicable data protection laws; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Link-Tel promptly following Your discovery of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service, including without limitation all applicable data protection laws and regulations.

You may use the Service solely for Your internal business purposes as contemplated by this Agreement and the Documentation and You may not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users as contemplated by this Agreement; (ii) record, transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; (iii) send or store Malicious Code; (iv) intentionally interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Proprietary Rights

Subject to the limited rights expressly granted hereunder, Link-Tel and its licensors reserve all of Link-Tel's and its licensors' rights, title and interest in and to the Service and all portions thereof, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. You will not: (i) modify, copy or create derivative works based on the Service or any portion thereof; (ii) frame or mirror any content forming part of the Service; (iii) reverse engineer the Service or any portion thereof (to the extent such restriction is permitted by law); or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

As between Link-Tel and You, Link-Tel acknowledges and agrees that You exclusively own all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. You grant Link-Tel and its Affiliates a worldwide license to host, have hosted, copy, transmit, access, use and display Your Customer Data as necessary for Eagle Eye to provide the Service in accordance with this Agreement.

5. Confidentiality

The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or as required by law. Each party agrees to protect the confidentiality of the Confidential

Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding the foregoing, You acknowledge and agree that Eagle Eye may anonymize data You upload to and/or store via the Service, aggregate such anonymized data with anonymized data of other users of the Service, and use or disclose such data to third-party service providers. Link-Tel does not share personally identifiable information provided by You, except to the extent required to provide the Services at your direction. Under no circumstances will Link-Tel sell or rent personally identifiable information You provide.

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. Limited Warranties & Disclaimers

Link-Tel warrants that: (i) the Service will perform substantially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during a Subscription Term; and (iii) the Service will not introduce Malicious Code into Your systems. You represent and warrant that the collection and processing of Your Customer Data as contemplated by this Agreement complies in all respects with applicable data protection laws and regulations.

THE ABOVE LIMITED WARRANTIES ARE THE ONLY WARRANTIES PROVIDED BY EAGLE EYE REGARDING THE SERVICE. EXCEPT FOR THE LIMITED WARRANTIES ABOVE, THE SERVICE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EAGLE EYE DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR NEEDS, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, OR THAT THE SERVICE WILL BE ERROR-FREE, OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.

7. Disclaimer of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL EAGLE EYE OR ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY OR SIMILAR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA, PERSONAL INJURY AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF EAGLE EYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. IN NO CASE WILL LINK-TEL OR ITS LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES

THAT YOU PAID FOR THE SERVICE IN THE EIGHTEEN MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

8. Indemnification

You will defend, indemnify and hold Link-Tel and its owners, directors, managers, officers, employees and agents (each a "**Link-Tel Indemnified Party**") harmless against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) suffered or incurred by any Link-Tel Indemnified Party in connection with claims, demands, suits, or proceedings made or brought against any Link-Tel Indemnified Party by a third party alleging (i) a breach by You or Your Users of Your obligations under applicable local, state, federal and foreign laws, including, without limitation, applicable data protection laws and regulations; or (ii) that the Customer Data, or Yours or Your Users' use of the Service in breach of this Agreement, infringes or breaches the intellectual property rights, of, or has otherwise harmed, a third party; or (iii) a breach by You or Your Users of Section 5 (Confidentiality).

9. Term & Termination

Subject to the terms and conditions of this Agreement, the Subscription Term will begin on the date of Your acceptance of this Agreement, and unless sooner terminated for cause as provided below, will continue until the Subscription Term expiration date as set forth in a written agreement between You and Link-Tel or the applicable authorized Link-Tel reseller from whom You acquired Your subscription to the Service. Your access to and use of the Service will automatically terminate at the end of the Subscription Term.

Link-Tel may terminate this Agreement for cause upon written notice to You if: (i) You breach any material term or condition of this Agreement; (ii) You fail to pay when due any amount owed to Eagle Eye or an authorized Link-Tel reseller relating to this Agreement; or (iii) if You become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination of this Agreement, Your Subscription Term will automatically terminate. Upon termination of the Subscription Term, you must cease all access to and use of the Service.

You may terminate this Agreement for cause upon written notice to Eagle Eye if Eagle Eye breaches any material term or condition of this Agreement and fails to cure such breach within 30 days of receipt of written notice of such breach, which notice must be delivered in accordance with the notice delivery provisions of Section 10 below.

Upon termination of this Agreement for any reason, Your Subscription Term will automatically terminate. Upon termination of the Subscription Term, you must cease all access to and use of the Service.

Upon request by You made within 30 days after the effective date of termination, Eagle Eye will promptly make available to You for download a file of Customer Data in pipe delimited (CSV) format for data and original format for photos, at Eagle Eye's then-current standard charges therefor. After such 30-day period, provided that Link-Tel has complied with its obligations to make available to You the aforementioned Customer Data file promptly upon a request by You made within 30 days after the effective date of termination, Eagle Eye will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession.

The provisions of Sections 4 through 10 of this Agreement will survive any termination or expiration of this Agreement.

10. Miscellaneous

This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, United States of America. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), WILL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN. Any suit, action or proceeding arising in connection with this Agreement will be brought in the state or federal courts sitting in the State of Maryland and You hereby expressly submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

This Agreement is the entire agreement between You and Link-Tel relating to the Service and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. You acknowledge that in entering into this Agreement, you have not relied on any representations or warranties other than as expressly set forth in this Agreement. Certain other products and services offered by Link-Tel are subject to separate terms and conditions established from time to time by Link-Tel.

If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement will continue in full force and effect. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

Link-Tel reserves the right to change or discontinue the Service or change or remove features or functionality of the Service from time to time. Link-Tel will notify You in writing of any material change to or discontinuation of the Service. This Agreement may be amended from time to time by Link-Tel upon written notice to You. The then-current version of this Agreement is available to You at the Link-Tel Website. You acknowledge and agree that the posting of amendments to this Agreement at such web site, via the Service or by email message will constitute written notice to You of such amendments. By continuing to use the Service after the effective date of any amendments to this Agreement, you agree to be bound by the amended terms.

Link-Tel will have no liability under this Agreement to the extent that it is delayed, prevented or hindered in performing any of its obligations under this Agreement as a result of a Force Majeure Event.

You may not assign or transfer this Agreement or any of Your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Link-Tel, except that You may assign this Agreement in its entirety to Your successor in the event of a merger, corporate reorganization or a sale of all or substantially all of Your assets so long as such successor is not a direct competitor of Link-Tel. Any attempt by You to assign this Agreement or any of Your rights or obligations hereunder in violation of this Section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

You represent and warrant to Link-Tel that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Link-Tel's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, you will use reasonable efforts to promptly notify Eagle Eye in writing.

The Service and, other technology Link-Tel makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. You represent that You are not named on any U.S. government denied-party list. You shall not permit Users to access or use the Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

Link-Tel may provide any notice to You under this Agreement by posting a notice to the Eagle Eye Website or otherwise within the Service or by sending a message to the email address then associated with Your account. Notice provided by posting to the Eagle Eye Website or within the Service will be effective upon posting and notices provided by email will be effective when Eagle Eye sends the email. It is Your responsibility to keep Your account contact email address current. You will be deemed to have received any email sent to the email address then associated with your account when Link-Tel sends the email, whether or not you actually receive it.

Notices provided to Link-Tel by You under this Agreement must be sent either by: (i) facsimile transmission to 1-(919)-869-2106 or (ii) by personal delivery, overnight courier or registered or certified mail to Link-Tel, Inc., 280 Premier Dr. Suite 113 Holly Springs, NC 27540, U.S.A., attention Customer Care. Link-Tel, Inc may update the fax number or address for notices by posting a notice on the Link-Tel, Inc Website. Notices sent by You to Eagle Eye are effective upon receipt by Eagle Eye.