TERMS OF SERVICE

OXBLUE CORPORATION

The OxBlue Products (defined below) owned and operated by OxBlue are provided to the Client under the terms and conditions of these Terms of Service as the same may be published from time to time by OxBlue on the OxBlue website (collectively, "TOS" or "Terms of Service"). These TOS, and any attachment expressly referenced in these TOS, are the complete and exclusive statement of the agreement between OxBlue and Client and supersede any prior agreement, oral or written, including but not limited to any purchase order or other terms provided by Client, relating to the subject matter of the TOS. BY USING THE OXBLUE PRODUCTS, SERVICES AND SYSTEM(S), CLIENT AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN. IF YOU DISAGREE WITH ANY PART OF THESE TERMS OF SERVICE, DO NOT USE OR REGISTER FOR THE USE OF THE OXBLUE PRODUCTS.

OXBLUE PRODUCTS

OxBlue provides camera systems, software, access to images captured by the cameras and monitoring services (collectively, the "OxBlue Products"). In committing to paying, Client has selected to purchase, lease, license or obtain one or more of these OxBlue Products.

INSTALLATION & SUPPORT

It is Client's responsibility to test and install the System. Client is solely responsible for complying with all local codes and requirements for such installation. Upon the client's request, OxBlue may coordinate a third-party contractor to install, diagnose and repair issues, and/or adjust the System or any of its supporting equipment. If this option is selected, Client acknowledges and agrees that the installation services are being provided by a third-party contractor and that OxBlue's role is to coordinate such services for the Client. Client agrees that OxBlue shall not be held liable, and Client expressly holds OxBlue harmless, for any services or actions performed by the third-party installation contractor.

Client shall provide an on-site contact person who is able to provide basic services necessary for the maintenance and operation of the camera including testing, installation, confirming power, and providing feedback on System diagnostics. Should the System require replacement, OxBlue will provide and ship a replacement System (within the US), provided the System replacement is permitted under the applicable warranty. Should the System require replacement, OxBlue may, at its discretion, use a new or reconditioned System. Client's on-site contact person is responsible for installing the replacement System or hiring a third-party installation contractor, at no cost to OxBlue. Client is responsible for the return of the original System within 10 days of the replacement System arriving at site. If the original System is not returned to OxBlue's office at the address set forth in these TOS within 10 days of the replacement System arriving on site, Client agrees to purchase the replacement System at the price of the original System that was not returned.

ACCESS TO ONLINE SYSTEM

Client will be sent a login or link to access the images from OxBlue upon shipment of the System. This grants Client a personal license to access the OxBlue online system to view the image and video content from Client's cameras. Client is responsible for all activities that occur under its OxBlue access and OxBlue cannot be held responsible for any damages resulting from access to the OxBlue System.

Subject to compliance with these TOS, OxBlue grants Client a limited, personal, non-exclusive, non-transferable, non-sublicenseable, revocable right to access and use the OxBlue online system for Client's personal business uses. Client shall not modify, copy or make derivative works based on the OxBlue online system; disassemble, decompile or reverse engineer the OxBlue online system, OxBlue's content or any part thereof; sell, sublicense, transfer or make available the OxBlue online system to any third parties other than for granting access to others as needed for viewing the Client's images and video content.

Client acknowledges that in providing the online system, OxBlue has developed and uses certain methodology, information, documents, software, and other works of authorship, processes, techniques, designs, inventions, trade secrets, and other tangible and intangible technical material or information (collectively, "OxBlue Proprietary Information"). OxBlue Proprietary Information is the exclusive property of OxBlue, contains valuable trade secrets and confidential information of OxBlue and is covered by intellectual property rights owned by OxBlue. Except as expressly set forth in these TOS, no license or other rights in the OxBlue Proprietary Information are granted to Client, and all such rights are expressly reserved.

All content that comprises the OxBlue online system (other than Client Images as defined below and client logos) including, without limitation, text, graphics, video, layout, images, icons, and logos, is protected by copyright and is the property of OxBlue. The OxBlue online system, or any portion thereof, may not be reproduced, copied, duplicated, sold, resold, or otherwise exploited for any purpose unless expressly permitted in writing by OxBlue. Client may use images and video provided to it via the OxBlue online system without violating this provision.

OxBlue expressly prohibits the use of devices (including software) designed to provide repeated automated access to its online system and its content for any purpose. OxBlue reserves the right to take all measures necessary to prevent such access, including denial or termination of service. Only human user-based access is permitted.

Client is responsible for obtaining, installing, maintaining and using systems, equipment and communication lines required to access the OxBlue online system. OxBlue will not be responsible for transmission errors, incorrect data or records, corruption of data, or security of data during transmission via public telecommunications facilities, including the Internet.

Client is responsible for complying with all applicable local, state and federal laws in using the OxBlue online system and the other OxBlue Products.

OxBlue shall exercise commercially reasonable efforts to make the OxBlue online system generally available (24 hours a day, 7 days a week) subject to: (a) scheduled down time or (b) down time caused by circumstances beyond OxBlue's reasonable control.

OxBlue reserves the right to block access to the online system for any reason, including without limitation: (i) maintaining or updating the online system; (ii) maintaining or restoring security to the online system if OxBlue has been notified or suspects Client's User ID and/or password has been or may be obtained or are being or may be used by an unauthorized person; (iii) maintaining the general security and/or integrity of the online system and/or services; or (iv) Client has violated these TOS.

CLIENT IMAGES

As between OxBlue and Client, Client shall own all images and time-lapse footage captured via Client's System ("Client Images"). Notwithstanding the foregoing, Client grants OxBlue the perpetual, non-exclusive, royalty-free, worldwide right (i) to store copies of the Client Images; (ii) to reproduce, store, transmit and use the Client Images to

provide the services to Client hereunder; (iii) to use the Client Images for promotional or demonstration purposes; and (iv) to store and retain images for archival purposes for an indefinite period of time, unless otherwise instructed through written agreement.

AVAILABILITY OF SERVICE

OxBlue uses various coverage maps based on computerized, mathematical predictions of expected coverage. Given the nature of wireless radio engineering, it is impossible to predict with 100% certainty whether a site will have coverage. Actual coverage area may differ substantially from that shown on coverage maps, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, equipment and other factors. OxBlue does not guarantee coverage, and coverage is subject to change and may not be relied upon. In-building coverage can and will be adversely affected by the thickness/construction type of walls, or location in the building (e.g., in the basement, in the middle of the building with multiple walls, etc.).

BILLINGS/PAYMENTS

All billing and payments shall be made by Client to OxBlue in accordance with the payment terms selected at the time of order. Any OxBlue invoices shall be considered PAST DUE if not paid within the terms stated on the invoice, and OxBlue may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service and if the OxBlue System is leased, require return of the System. Any retainers provided by Client shall be credited on the final invoice. Additionally, a service charge will be charged at 1.5% (or the legal rate) per month on the PAST DUE amounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including all reasonable attorneys' fees.

Invoices are due as specified on the invoice and payable by check, ACH or credit card to OxBlue:

OxBlue
1777 Ellsworth Industrial Blvd. NW
Atlanta, GA 30318

RETURNS AND REFUNDS

All returns require written authorization. Items shipped to OxBlue without written authorization will not be eligible for a refund and will be returned to sender.

New cameras in an unopened box can be returned for a full refund within 30 days of purchase. Open box cameras and used cameras can be returned within 30 days of purchase subject to a 20% restocking fee. Solar power stations, NPRM's and other accessories may be returned within 30 days of purchase subject to a 30% restocking fee. All sales are final on custom orders and non-OxBlue branded items.

Buyer is responsible for return shipping cost. After 30 days no returns are allowed.

Items to be returned must be 100% intact, in the original packaging with all components, cables and/or accessories. We cannot accept items not in the original packaging. If a product is being returned as new, but has clearly been used or damaged prior to its return, we reserve the right to refuse refund completely.

There are no refunds on service. Clients who have a contract or prepaid contract may cancel their contract at anytime subject to paying the difference between their contract rate and the non-contract rate for the term used. For clients

with prepaid contracts, should they cancel a prepaid contract and have a remaining credit, then this credit may only be used towards future service from OxBlue. All credits expire within 12 months.

RETURN PROCESS:

1. Contact OxBlue to discuss the return
2. Obtain written authorization from OxBlue for return
3. Ship equipment in original OxBlue packaging to OxBlue
4. Send corresponding shipment tracking information to OxBlue
5. Include written description of reason for return with package

TAXES

Client will be solely responsible for all sales, use, privilege, ad valorem, excise, and other taxes or assessments, however designated, that may be levied or based on this Agreement, except for taxes based on OxBlue's net income.

SAFETY

Should Client or its contractors be conducting activities on the site where the System is installed, OxBlue shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should OxBlue provide observations or monitoring services at the site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by OxBlue does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project site.

WARRANTY; DISCLAIMERS

The sole warranties provided by OxBlue for the OxBlue Products are listed below:

- **Static Time-Lapse Camera** - Manufacturer agrees to repair or replace components of system that do not comply with requirements or that fail in materials or workmanship within specified warranty period. Camera shall have a Lifetime Warranty including parts, labor and shipping.
- **Video PTZ Camera** - Manufacturer agrees to repair or replace components of system that do not comply with requirements or that fail in materials or workmanship within specified warranty period. Video PTZ Camera shall have a three year hardware warranty.
- **Solar Station** - OxBlue Corporation warrants the OxBlue Solar Power Stations against defects in materials and workmanship described below under normal installation, application, use and service conditions, for a period of two years from date of original purchase. This warranty extends to the original retail purchaser ("Customer") only. OxBlue will, at its sole discretion, either repair or replace the product if it becomes inoperable due to a defect in material or workmanship performed directly by OxBlue during the two year period of this warranty. This warranty does not cover cosmetic damage, damage from accident, negligence, misuse, or acts of God, and is voided by failure of the Customer to install, operate or use the product in accordance with instructions and warnings contained in the Installation & Operation Manual and in component manufacturers' manuals

supplied with the product, if any. OxBlue makes no warranty against defects in materials and workmanship by component parts manufacturers, except to the extent provided below.

OxBlue will pass through to the Customer any and all additional warranties provided by the manufacturer(s) of component parts as applicable, subject to the terms and enforceability of such manufacturers' warranties.

OxBlue is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing or installing OxBlue manufactured products or products sold by OxBlue. This warranty excludes Internet services, software, connected equipment or stored data. In the event of a claim, OxBlue's sole obligation shall be replacement of the hardware.

In order to obtain warranty service, the Customer must contact OxBlue and be prepared to supply the following information:

- When and where your OxBlue product was purchased.
- Your product serial number, if applicable.
- Description of the problem. If we cannot correct the situation through phone consultation, we will provide you with the following information regarding shipping the OxBlue product to OxBlue.

Provided that the necessary repairs are covered under warranty, OxBlue will pay the return shipping charges to any destination within the United States.

The returned product will become the property of OxBlue. Repaired or replacement products within the U.S. will be shipped at OxBlue's expense. Repaired or replacement products outside of the U.S. will be shipped at the Customer's expense. Repaired or replacement products will continue to be covered under this warranty.

OXBLUE MAKES NO OTHER WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except as herein stated, OxBlue shall not be liable for any damages of any kind. OxBlue shall have no responsibility for damage to persons or property or other loss or injury resulting from a defect in the product or from improper installation or use. Under no circumstances will OxBlue be liable for any incidental or consequential damage.

EXCEPT AS SET FORTH IN THE APPLICABLE WARRANTY ABOVE, THE OXBLUE PRODUCTS ARE PROVIDED AS-IS, AND OXBLUE MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE OXBLUE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFICACY OR SAFETY. ADDITIONALLY, NO WRITTEN OR ORAL REPRESENTATIONS BY OXBLUE OR ITS EMPLOYEES OR CONTRACTORS SHALL BE INTERPRETED TO EXPAND OR OFFER ANY WARRANTY. OXBLUE DOES NOT WARRANT THE PRODUCTS OR SERVICES OF ANY THIRD PARTY AND CLIENT SHALL SOLELY LOOK TO SUCH THIRD PARTY FOR ANY WARRANTY WITH RESPECT TO SUCH THIRD PARTY'S PRODUCTS OR SERVICES.

Client expressly agrees that use of the OxBlue Products is at Client's sole risk. Neither OxBlue, its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, warrant that the OxBlue Products will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the OxBlue Products. Under no circumstances, including negligence, shall OxBlue, its officers, agents or anyone else involved in creating, producing, installing or distributing the OxBlue Products be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the OxBlue Products; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God or Nature, communication failure,

theft, destruction or unauthorized access to records, programs or services. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in agreement, tort including negligence or otherwise, shall not exceed the aggregate fees which Client paid OxBlue for the OxBlue Product giving rise to the claim during the term of these Terms of Service.

VIDEO

Access to live video and video on demand services is only available to users with authorized login access. Monthly data usage for these services is limited to 30 Gigabytes per camera per month unless another limit is specified on the quote. Some live video products may provide up to two weeks of local archiving on the camera and this archived data may be retrieved for an additional fee.

THIRD-PARTY WIRELESS PROVIDER

Client expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Client is not a third party beneficiary of any agreement between OxBlue and the underlying carrier. In addition, Client acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Client, and Client hereby waives any and all claims or demands therefore.

WEATHER DATA

OxBlue does not certify weather data. The National Weather Service provides certified reports via https://www.ncdc.noaa.gov/.

INDEMNIFICATION

Client agrees that it shall indemnify, save and hold OxBlue (and its directors, officers, employees, agents, and contractors) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against OxBlue, its agents, its clients, servants, officers, and employees, that may arise or result from (i) any and all use of Client's account; (ii) any service provided or performed or agreed to be performed by Client, its agents, employees, or assigns, or any product sold by Client, its agents, employees, or assigns. (iii) any injury to person or property caused by any services provided or products sold or otherwise distributed by Client in connection with the use of the OxBlue Products; (iv) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (v) any defective product which Client sells, offers for sale, or has sold in conjunction with using the OxBlue Products; (vi) any breach of these TOS; (vii) any misuse or unauthorized use of the OxBlue Products; or (viii) Client's violation of the law or the right of any third party. Client shall also indemnify OxBlue for any expenses incurred in enforcing this section.

TERMINATION OF SERVICES

These TOS and the services provided hereunder may be terminated by either party upon 10 days' prior written notice to the other party. In the event of termination, OxBlue shall invoice Client for all unpaid services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, the remaining amount of any contract term and Client shall pay such invoice within 30 days of receipt of the invoice. Client shall return all equipment owned by OxBlue in good condition, subject only to reasonable wear and tear. Client Images

may be permanently removed when the account they are associated with has had no billable service for a period of 12 months. This process will occur at periodic intervals so Client should assume that after 12 months, any images associated with these accounts may be permanently removed and irretrievable.

APPLICABLE LAW, DISPUTES AND LIMITS OF LIABILITY

Unless otherwise specified, exclusive venue and the choice of law for this Agreement shall be governed by the laws of the principal place of business of OxBlue, without reference to such state's conflicts of law provisions. As of the date of this agreement, all parties to this agreement agree that any dispute shall be governed and controlled by the laws of the State of Georgia, USA. Any dispute arising between the party(ies) and OxBlue shall be decided by arbitration, using one arbitrator, in Fulton County, Georgia. All parties agree to waive the right to a jury trial and exclusively use arbitration using the rules of the American Arbitration Association. If OxBlue has a policy of insurance that covers any claim, the party/parties to this agreement and or terms of service agree that OxBlue's exposure shall be limited to the amount of insurance coverage OxBlue may have and actually paid by the insurer for any such claim. OxBlue shall only be liable to pay those amounts OxBlue has in the form of insurance coverage. OxBlue shall only be liable only to the extent OxBlue has insurance coverage. OxBlue shall not be liable to pay any amount if OxBlue's insurance coverage denies the claim. If OxBlue's applicable insurance coverage does not have a legal obligation to pay, for any reason, then the party/parties agree that OxBlue shall not be liable to pay any amount; OxBlue is liable only if its applicable insurance policy is required to pay a lawful legal claim; OxBlue shall not be required to pay any amount from its own resources or funds; OxBlue liability is limited to the extent its applicable insurance coverage is liable to pay a legal claim. If you do not agree to accept only insurance funds to satisfy a claim exclusively from a policy of insurance wherein OxBlue is an insured, then do not accept these terms of service and do not enter into this agreement for OxBlue services, products, etc.

LAWFUL PURPOSE

Client may only use the OxBlue Products for lawful purposes. Transmission of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets.

Client shall comply with all applicable U.S. export control laws and regulations, including without limitation, the requirements of the International Traffic in Arms Regulations, the Export Administration Act, and other applicable laws and regulations, and shall not export, re-export, or otherwise transmit, directly or indirectly, any product, sample, information, technical data, or other materials received from OxBlue or via the OxBlue Products, or information which is the direct product of such information, unless in full compliance with all applicable laws and regulations, including obtaining any required approvals or export licenses. Client shall obtain the written consent of OxBlue prior to submitting any request for authority to export any such information, and shall indemnify and hold OxBlue harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from failure of Client to comply with this provision or applicable U.S. export control laws and regulations. This section shall survive any termination of these TOS.

CONTINUOUS PRODUCT IMPROVEMENT

OxBlue reserves the right to modify, add, or remove all services and features of the System at any time.

NO AGENCY

No agency , partnership, joint venture, employer-employee or franchisor-franchise relationship is intended or created by these TOS. At all times, Client and OxBlue shall be and are independent contractors to each other. Unless expressly provided in a separate writing, signed by the Client and OxBlue, the relationship between Client and OxBlue shall forever be only that of independent contractors.

NOTICES

Except as explicitly stated otherwise, legal notices shall be served (in the case of OxBlue) at the address set forth in these TOS or (in the case of Client) via the contact information Client provided when ordering. Notice to OxBlue shall be effective upon receipt.

GENERAL

If any provision of these TOS is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Client shall not assign these TOS or the services hereunder without the prior written consent of OxBlue, and any assignment in violation of this provision shall be null and void. These TOS shall be binding upon and inure to the benefit of the parties, their respective successors, and their permitted assigns. Headings are for reference purposes only and do not limit the scope or extent of such section. OxBlue's failure to act with respect to a breach by Client or others does not waive OxBlue's right to act with respect to subsequent or similar breaches. OxBlue does not guarantee it will take action against all breaches of these TOS.

OxBlue reserves the right, without limitation of any other remedies available to it, to take appropriate legal action for any illegal or unauthorized use of the OxBlue Products. OxBlue may amend these TOS at any time by posting the amended terms on this site. All amended terms shall automatically be effective after they are initially posted on the site. These TOS may not be otherwise amended except in a writing signed by OxBlue and Client. These TOS set forth the entire understanding and agreement between OxBlue and Client with respect to the subject matter hereof and supersede any other representations, communications, undertakings, or agreements between the parties. In addition to any section which expressly survives by its terms, the following sections shall survive any termination of these TOS: any disclaimers, limitation of liability, and indemnity sections.

Please report any violations of the TOS to:

OxBlue
1777 Ellsworth Industrial Blvd. NW
Atlanta, GA 30318