

Tri-West Security Canada Ltd.
Remote Video Security - Master Service Agreement

Thank you for your interest in Tri-West Security Canada Ltd. ("**TWS**") online Remote Video Security Services.

By signing below, the executing party ("**Client**" or "**you**") hereby engage TWS to provide you with the services (the "**Services**") set forth in each Statement of Work ("**SOW**") executed by you and TWS pursuant to this Agreement and you acknowledge and agree that the Services and each SOW will be governed by this Agreement, which **includes the provisions set forth in: Appendix "A" -- Services Protocol**. All capitalized terms that are not defined below shall have the meaning set forth in the applicable SOW, or Services Protocol.

Each SOW will outline the details of each site to be monitored and include a completed and executed: (i) **Site Profile & Surveillance Requirements Form**; and (ii) **Security Camera Configuration Scheme**.

You agree to pay all fees and other charges ("**Services Fees**") set forth in each SOW as may be amended or replaced from time to time based upon Client's request for revised security camera configurations. You agree that upon receipt of written confirmation and acceptance from TWS of your request for revised security camera configurations, the current SOW shall be deemed amended by such request and you shall pay to TWS, when due, the adjusted monthly Service Fees. Any services provided, or costs incurred, by TWS outside the scope of a SOW (collectively "**Additional Fees**"), will also be subject to TWS's then current time and materials rates.

Unless otherwise specified in the applicable SOW, TWS shall invoice you for Services Fees and Additional Fees, if applicable, in advance on the 15th day of each month. Payment shall be due upon receipt. All charges are exclusive of applicable taxes and you agree to pay or reimburse TWS for any taxes assessed upon the services except for taxes based solely on TWS's net income. All amounts payable shall be paid by you together with any applicable sales taxes, and without any set-off or other deduction.

Overdue amounts shall accrue interest from the relevant due date until the date payment is received at a rate of 1.5% per month or 18% per annum and TWS reserves the right to suspend Services under a SOW until all overdue payments have been made.

TWS reserves the right to adjust its Services Fees at any time with one month's prior written notice to you. Also, from time to time, the Services Protocol may be revised and updated by TWS. TWS will provide you with a copy of each revised and updated protocol. You agree that upon your receipt of a revised protocol, it

shall supersede the preceding version of such protocol and govern all Services provided to you from that date onwards.

TWS warrants that the Services will be provided using reasonable care and skill and in accordance with the provisions of this Agreement which includes applicable SOW. Nevertheless, TWS shall not be liable for any loss, damage, the costs, expenses or other claims for compensation arising directly or indirectly from your failure to comply with your obligations under the Services Protocol, or any other provision of this Agreement or the relevant SOW.

Payments received by TWS are for the Services only and are not to be construed as any form of insurance premium. Notwithstanding any rule of law to the contrary, none of TWS nor their agents, dealers or representatives, shall be liable in any way for any claim, loss, damage or expense including without limitation, any claim, loss, damage or expense relating to personal injury of any person, directly or indirectly, from the provision of the Services. In no event will TWS's liability relating to any SOW exceed the Services Fees and Additional Fees, if any, paid to TWS under such SOW in the six (6) month period immediately preceding a claim of damages.

The provision of Services under this Agreement does not imply either directly or indirectly that loss will not occur. TWS does not accept any responsibility for losses associated with the failure of the Service in any respect regardless of any claim of negligence (including gross negligence) by TWS, its employees, the third-party Monitoring Provider if applicable, or its authorized agents. You agree to indemnify TWS, its employees or any authorized agents with respect to any claim, loss, damage or expense, including without limitation, any third-party claim arising from your use of the Services. Client further agrees that all equipment set out in the SOWs shall at all times remain solely owned by TWS and that upon the termination or expiration of the SOWs, Client shall allow TWS to physically collect and take possession of such equipment as required.

It is understood and agreed that TWS shall not be liable for any loss or damage incurred by you arising out of the failure of any law enforcement, other emergency service agency, or contracted security guard patrol company to respond to an event reported to it by the Monitoring Service.

TWS will have the right to assign, license or otherwise dispose of its rights and obligations (in whole or in part) under this Agreement.

This Agreement including Appendix "A" and applicable SOW's constitutes the entire agreement between the parties and supersedes any previous agreement or understanding (including any standard conditions contained in the Client's internal purchase order or otherwise) and may not be varied except in writing between the parties. In the event of a conflict between a provision in a SOW and this Agreement, the provisions of this Agreement will govern.

All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Any notice required or permitted to be given by either party to the other pursuant to this Agreement shall be in writing addressed to the other party at address noted below or such other updated address provided by the other party.

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and remainder of the provision in question shall not be affected. This Agreement and each SOW shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and the parties agree to submit to the non-exclusive jurisdiction of the courts of Alberta.

By signing the below, Client accepts the terms and conditions set forth in this Agreement which includes Appendix "A" as well all applicable SOWs.

Tri-West Security Canada Ltd.:

Client:

By:

By:

Name:

Name:

Title:

Title:

Email:

Email:

Dated:

Dated:

Appendix "A" -- Services Protocol

Scope of Service:

TWS provides the video surveillance services outlined in each SOW.

This Services Protocol sets out the roles and responsibilities of TWS as well as those of the customer of the Service ("**You**" or "**Your**"). By using the Service, You acknowledge and agree to abide by the terms of this Services Protocol.

The Service is intended to provide surveillance and protection for property in a lawful manner and is not intended for the monitoring of specific individuals for personal investigation purposes

Camera Location:

Based on Your surveillance requirements as outlined by You in a completed *Site Profile & Surveillance Requirements Form*, TWS will develop and provide You with a security camera configuration scheme ("**Configuration Scheme**") for each customer site to be monitored ("**Monitored Location**").

The recommended Configuration Scheme will be designed to maximize site coverage and security at the Monitored Location while minimizing the capture of unrelated images and intrusion into the privacy rights of the general public.

If You instruct TWS to modify the Configuration Scheme, TWS will revise the Configuration Scheme to reflect the requested changes but will bear no responsibility for any reduction in the effectiveness of the Service or breaches of applicable data privacy laws that may result from the unintended collection and processing of personal information on the System.

Camera Maintenance:

You agree to provide TWS with access to the Monitored Location to set up and maintain the cameras, as required by TWS, during the Term of the Service.

In the event there is an **entire** system failure TWS will make any necessary repairs as expeditiously as possible to ensure continuation of the Service. If for some unforeseen reason repairs will be lengthy in nature, TWS will notify You so that You may make alternate temporary security arrangements.

Notice to Public:

TWS will post signs at the Monitored Location informing individuals that they are being monitored by cameras.

Security Risks:

In the event there is a material environmental or other change at a Monitored Site (e.g. new

access points, barriers that obstruct camera view, etc.) or You become aware of a situation or fact (e.g. complaints, threats, etc.), which may elevate security risks at a Monitored Site or necessitate the development of an updated Configuration Scheme ("**Updated Configuration Scheme**"), You will promptly notify TWS in writing of such change, situation or fact.

If You fail to notify TWS or elect not to implement an Updated Configuration Scheme recommended by TWS to address an identified threat or inadequacy in the Configuration Scheme, You will be solely responsible for any damage to property/assets or inappropriate/illegal activities at the Monitored Site, which results in whole or in part as a result of Your failure to so notify TWS or Your decision not to adopt a recommended Updated Configuration Scheme. Furthermore, You acknowledge and agree that You will not hold TWS responsible for any damage to property/assets or inappropriate/illegal activities at the Monitored Location.

Monitoring Services:

Monitoring services will be provided by TWS Technologies LLC, between the hours of 7:00 pm till 7:00am Monday to Friday and 24 hours on weekends and holidays unless otherwise stated in the Site Profile and Surveillance Requirements form.

All monitoring will be provided in accordance with the following:

1. Monitoring centre staff will have full discretion in determining the most appropriate course of action when dealing with any noted event on a site.
2. Monitoring centre staff, namely the operators, will conduct video guard tours whereby they will periodically cycle through cameras on a site during the stated hours of monitoring.
3. Upon receipt of an event, the monitoring centre staff will have full authority to determine the seriousness of the event and the most appropriate course of action.
4. During times of increased event activity (i.e. inclement weather, higher volumes of vehicular traffic), operators will resort to cycling more frequently through cameras on a site and rely less on event signals.

In the case of a Security Event, the monitoring centre staff will notify the appropriate emergency response, if deemed necessary, and will follow any additional instructions as stated in the Site Profile and Surveillance Requirements form. The monitoring centre is committed to ensuring a high

level of service and response by emergency services personnel and as a result will only report those activities that are verified as being genuinely suspicious in nature.

Periodically changes may be made to the Services Protocol to better facilitate the service. Notification in writing will be given prior to or shortly thereafter of any significant changes.

User View:

The individuals You identify in the *Site Profile & Surveillance Requirements Form* will be able to view real-time images captured on the Cameras and remotely control the Cameras by logging onto a secure online environment ("**User View**"). You will be able to pan, tilt, and zoom certain Cameras on the understanding that TWS will not be responsible for the compromise of the Configuration Scheme as a result of Your repositioning of a Camera or Camera lens or failing to return the camera to the pre-set home position. You agree not to login to the User View when the Monitoring Centre is actively and remotely monitoring the Monitored Location.

You will be responsible for keeping all login and password information confidential and secure. In the event a login/password needs to be reset contact your Account Representative.

If TWS becomes aware of a potential mis-use or compromise of User View, it will suspend access and lock down the system.

Stored Data & Security:

All images ("**Data**") captured on the Cameras will be recorded to and stored on a TWS hard-drive ("**Data**

Storage Device"). You will not move or take any other action which interferes with the operation of the Data Storage Device without first discussing such action with TWS. Data that is uploaded or otherwise transferred to a TWS facility will be digitally archived and securely stored on TWS premises.

Data Access and Access Requests:

Access to the Data will be limited to those TWS personnel who need to access the Data in order to provide the Service.

TWS will inform You of third-party requests to access the Data on the Data Storage Device and follow your instructions, provided such instructions do not prevent TWS from complying with its legal obligations.

TWS will promptly respond to any request of an urgent nature from law enforcement authorities in order to ensure the security of the Monitored

Location and human life. You will be informed of all such disclosures.

Deletion of Data:

Unless otherwise indicated in the *Site Profile & Surveillance Requirements Form* or material to a Security Event, Data on a Data Storage Device will only be retained for a period of two (2) weeks and then erased/deleted.

In the event You elect to terminate the Service, all Data not required as evidence of a Security Event will be deleted.

Electrical and Internet Service:

As part of developing a Configuration Scheme for a Monitored Location, TWS will confirm the electrical power and internet service requirements of the Service. With regard to internet service, You authorize TWS to make arrangements on Your behalf with an appropriate communications provider.

You are (may?) responsible for maintaining electrical power at the Monitored Location. In those cases where temporary hydro poles are to be utilized for electrical power, certified outdoor GFI receptacles with proper weatherproof covers are to be installed by YOU approximately 5 feet (2 meters?) down from the top of the pole.

In the event of a complete or intermittent electrical power outage or communications failure at the Monitored Location, which affects the Service, the Service will be suspended until power and communications is fully restored and stable. TWS will notify You when it becomes aware of a power or communications issue and will work with You to rectify the problem or to make alternate security arrangements but TWS will not be responsible for any compromise to security at the affected Monitored Location during such period.

Equipment:

All equipment, inclusive of but not limited to cameras, recording devices, network video recorders, etc., installed on Your site by TWS to facilitate the Service is the property of TWS. Upon the termination of the Service this equipment shall be removed by TWS unless paid for in full by You at the time of termination at a price determined by TWS or purchased outright by You at the commencement of the Service.

Equipment belonging to TWS shall be installed, maintained and repaired by TWS at no charge to You with the exception of those repairs that result from a deliberate act and/or negligence on Your part or persons under Your employment. Costs associated to repairs that are attributed to reasons deemed to be Your fault shall be charged back to You.