

## **D-tect Sentry-RMS Software License Agreement**

Please read this D-tect Software License Agreement ("Agreement") carefully before using the D-tect Systems ("D-tect") products, including all software, and associated media and documentation (printed, electronic, or referred to on D-tect's various websites) which may be provided to You, the customer and end user, with such products (individually and collectively, the "Software"). You and any entity that you represent (collectively "You") are each agreeing to be bound by the terms of this Agreement if You use the Software. If You do not agree to all the terms and conditions of this Agreement, do not use the Software.

### **1 Confidentiality**

- 1.1 "Confidential Information" means any information relating to or disclosed in the course of the Agreement which is or should be reasonably understood to be confidential or proprietary to the disclosing party. "Confidential Information" does not include information (a) already lawfully known to the receiving party, (b) disclosed in published material, (c) generally known to the public, or (d) lawfully obtained from any third party.
- 1.2 You acknowledge that the Software and its object code, source code, data structures, and program structure, sequence, and organization are Confidential Information of D-tect. You agree to hold the Confidential Information in strict confidence and shall not disclose or use it without express written consent of D-tect, except as may be required by law. You agree to use reasonable measures and reasonable efforts to provide protection for the Confidential Information.

### **2 Grant of License**

- 2.1 The Software is licensed, not sold.
- 2.2 Upon the date upon which You first use the Software (the "Effective Date"), You will have and D-tect hereby grants to You a non-exclusive license to the Software as follows:
- 2.3 The license is subject to the following restrictions:

- 2.3.1 The Software may be used only on the D-tect product that was originally sold with the Software (the “Product”).
  - 2.3.2 You may not provide the Software as a service or rent or lease the Software (unless otherwise agreed to in writing).
  - 2.3.3 You may not distribute or sell the Software.
  - 2.3.4 You may not remove, alter, or obscure any Software identification, trademark, copyright, confidentiality, proprietary, or other notices or legends contained on or within the Software (or any copy or portion thereof).
  - 2.3.5 You may not reverse engineer (except when debugging such permitted modification as described in item 2.8, below), disassemble, decompile the Software (or any element thereof) or otherwise attempt to discover the source code or structure, sequence, or organization of the Software or any element thereof (except to the extent reverse engineering restrictions are expressly prohibited by applicable local law, and then only to the extent so prohibited or controlled).
  - 2.3.6 You agree not to pursue or participate in a patent infringement cause of action against D-tect, its parent company Visionary Products, Inc., or any other subsidiary of Visionary Products, Inc.
- 2.4 The license does not include any rights to derivative works.
  - 2.5 To the extent of the license grant stated above, the license to You includes limited license to use D-tect’s copyrights, patents, trade secrets, and other proprietary rights only to the limited extent necessary for you to use the Software under the terms and conditions stated in this Agreement.
  - 2.6 Title, ownership rights, and intellectual property rights in and to the Software, and any copies or elements thereof, will remain with D-tect and such third party technology suppliers as D-tect may have used in the development of the Software (its “Technology Suppliers”). All rights owned by D-tect that are not granted by the Agreement are reserved to D-tect.
  - 2.7 D-tect may supply to You Software enhancements, improvements, or subsequent releases that augment software functionality, utility, or performance. Any such improvements that D-tect supplies to You will be subject to the license provisions of this Agreement.

- 2.8 With the exception of certain 3<sup>rd</sup>-party software that permits modification as detailed in Appendix A, You may not modify the Software without written permission from D-tect. If such permission is granted, You may modify the Software in order to improve its functionality or performance. You shall bear all the costs of such modifications. In performing or contracting for such modifications, You shall take reasonable steps to protect Confidential Information of D-tect. Modified Software will be subject to the same license terms as the original Software.
- 2.9 Certain D-tect products incorporate or use 3<sup>rd</sup>-party software according to the 3<sup>rd</sup>-party license terms as detailed in Appendix A. Such software is distributed under its own applicable 3<sup>rd</sup>-party license terms.

### **3 Limitation of Liability**

- 3.1 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT WILL D-TECT BE LIABLE WITH RESPECT TO THE SOFTWARE OR ANY SUBJECT MATTER OF THIS AGREEMENT UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF DATA, OR BUSINESS INTERRUPTION, HOWEVER CAUSED, EVEN IF D-TECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.2 Some jurisdictions do not allow the limitation of liability for personal injury or of incidental or consequential damages; so some or all of the above limitations may not apply to you.
- 3.3 IN NO EVENT WILL D-TECT'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.
- 3.4 You agree that this limitation of liability is an essential part of this Agreement.

### **4 Indemnity for Software Usage**

- 4.1 YOU AGREE THAT D-TECT WILL HAVE NO LIABILITY WHATSOEVER FOR ANY USE YOU MAKE OF THE SOFTWARE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS D-TECT FROM ANY CLAIMS, DAMAGES, LIABILITIES, COSTS, AND FEES (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM YOUR USE OF THE SOFTWARE OR FROM YOUR FAILURE TO COMPLY WITH ANY TERM OF THIS AGREEMENT.

- 4.2 You agree that this indemnity for software usage is an essential part of this Agreement.

## **5 Government Use**

- 5.1 If You are part of an agency, department, or other entity of the United States Government (“Government”), your rights to the Software are expressly restricted by this Agreement. More specifically, under §48 C.F.R. (Federal Acquisitions Regulations System), the Software falls within the definition of a “commercial item,” “commercial computer software” and/or “commercial computer software documentation.” Under the statute, rights to commercial computer software and associated documentation purchased by the Government may be restricted by license agreement. Accordingly, your rights to the Software are governed solely by this Agreement, and the restrictions identified herein are permissible under U.S. law and do apply.

## **6 High-Risk Uses**

- 6.1 You acknowledge that the Software is not intended for use in direct connection with any high-risk or strict-liability activity, and You agree not to use or allow the use of the Software whereby such usage could directly cause or contribute to damage to property or injury to persons.

## **7 Export Controls**

- 7.1 You agree to comply with all export laws and restrictions and regulations (i) of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or other United States or agencies or authorities, and (ii) of the country or countries in which you reside, are doing business in, or are exporting to. Furthermore, You shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By installing or using the Software, You agree to comply with the above and represent and warrant that You are not located in, under the control of, nor a resident of any restricted country.

## **8 Transfer**

- 8.1 You may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) this Agreement or any of Your rights or obligations hereunder without the prior written consent of D-tect.

## 9 Term

- 9.1 This agreement will commence on the Effective Date and will be in effect until terminated in accordance with the provisions of this Agreement.

## 10 Termination

- 10.1 This Agreement is effective until terminated in accordance with this Section. This Agreement will terminate automatically without notice from D-tect if You fail to comply with any term(s) or conditions hereunder.
- 10.2 You may terminate this Agreement at any time by destroying all copies of the Software.
- 10.3 Upon the termination of this Agreement for any reason, You agree to cease all use of the Software and to destroy all copies of the Software in your possession.
- 10.4 Upon the termination of this Agreement, all rights in the Software granted to You, including rights in all modifications created by D-tect, will revert to D-tect (or such person or entity as D-tect may designate in writing), and the license granted to You in this Agreement will terminate.
- 10.5 Notwithstanding termination of this Agreement:
- 10.5.1 Your obligations under the section entitled Confidentiality will remain in effect.
  - 10.5.2 You shall return all papers and other media containing Confidential Information received from D-tect, including all source code.
  - 10.5.3 D-tect may pursue claims it has against You for any breach of the terms of the Agreement.
  - 10.5.4 Sections 1 and 3 through 14 of this Agreement will survive any termination or expiration of this Agreement.

## 11 Remedies

- 11.1 Except as otherwise provided in this Agreement, the parties will have such remedies for breach or termination as are provided by applicable law.
- 11.2 You agree that in the case of your breach of any provision of the section of this Agreement entitled Confidentiality or relating to the scope of permitted use of the Software, D-tect will suffer immediate and irreparable harm, and that immediate injunctive relief will therefore be appropriate.

## 12 Arbitration

- 12.1 Any dispute relating to the interpretation or performance of this Agreement, other than claims for preliminary injunctive relief or other pre-judgment remedies, must be resolved at the request of either party through binding arbitration. Arbitration will be conducted in Salt Lake City, Utah under the rules and procedures of the American Arbitration Association (“AAA”). The parties shall request that the AAA appoint a panel of three arbitrators and, if feasible, include at least one arbitrator of the three who possesses knowledge of computer software and its distribution; however, the arbitration will proceed even if such a person is unavailable.

## 13 General Provisions

- 13.1 **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect as though such provisions were deleted.
- 13.2 **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- 13.3 **Notice.** Any notice required or permitted to be sent must be in writing and must be sent in a manner requiring a signed receipt, such as Federal Express, courier delivery, or registered or certified mail with a return receipt requested. Notice is effective upon receipt.

Notice to D-tect must be addressed to:

D-tect Systems  
11814 South Election Rd.  
Suite 200  
Draper, UT 84020

Notice to You will be addressed to the same address to which the Product was shipped.

Either party may change its notice address by notifying the other party of the new address.

- 13.4 **Entire Agreement.** This Agreement, including any Schedules thereto, states the entire agreement between You and D-tect on this subject and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter. No amendment or modification of this Agreement may be made except by a writing signed by D-tect.

- 13.5 **Governing Law.** This Agreement will be governed and interpreted in accordance with the substantive laws of the state of Utah.
- 13.6 **Venue and Jurisdiction of Legal Actions.** Any legal action brought concerning this Agreement or any dispute arising from any act or omission arising from this Agreement, including but not limited to an action to enforce an arbitration award, may be brought only in the courts of the state of Utah or in the federal courts located in such state, and both parties agree to submit to the jurisdiction of these courts.

## **Appendix A: 3<sup>rd</sup>-Party Software & Patent Licenses**

### **A.1 Overview**

**This D-tect product incorporates or uses licensed patented technology and 3<sup>rd</sup>-party software, including certain “Open Source Software” and “Free Software,” according to the 3<sup>rd</sup> parties’ license terms.**

### **A.2 AVC Patent Portfolio**

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

### **A.3 3<sup>rd</sup>-Party Software**

3<sup>rd</sup>-party software license information is located on the hard drive in the folder /usr/share/doc/. This can be accessed via ssh. On a new system, use username rmsuser and password userStart9. On a configured system, use the same username and the user-configured password.

***END OF TERMS AND CONDITIONS***