

# SecurNet

## Subscription Agreement

This Subscription Agreement ("Agreement") establishes the basic terms of Subscriber's subscription to the Securonet Network between Securonet LLC of 225 S 6th Street, Suite 3200, Minneapolis, MN 55402 ("Securonet") and Subscriber identified below.

**Subscriber:**

Duluth Police Department  
(Hereinafter: "Subscriber")

**Email:**

cnagorski@duluthmn.gov

**Contact Name:**

Chad Nagorski

**Phone:**

218.730.5656

**Title:**

East Area Commander

**Billing Address:**

Duluth, 55811

### Subscription Terms

(1) This Order, together with the current version of the Securonet Terms of Service Agreement, a copy of which is attached hereto and is incorporated into this Order and which Customer hereby acknowledges and accepts with the authorized signature below, constitutes the entire agreement between Securonet and Subscriber. The Subscriber represents that its signatory below has the authority to bind Subscriber to the terms of this Order.

(2) Customer is licensed to use the Securonet product(s) listed below within the City of Duluth for the following Subscription Term:

Subscription Start Date: 2/26/2017 Subscription End Date: 2/26/2019

(3) The Annual Subscription fee shall be paid from Subscriber Fund Number 110-160-1610-5441 (General Fund, Police Department Administration, Other Services & Charges).

The initial term of the Subscription shall begin on the Subscription Start Date, and shall end on the Subscription End Date. This subscription Agreement begins with the end of the Greater Downtown Council's one-year agreement which begins on 2/26/2016 and ends on 2/25/2017. The two individuals exclusively authorized to utilize the Securonet system on behalf of the Duluth Police Department are: Nicholas Lepak and Mike Gilbert.

(4)

Product	Product Description	Qty	Subtotal
SafeLink Law Enforcement License	SafeLink Law Enforcement Annual Subscription License. Includes one law enforcement license at no charge for one year. If the Duluth Police Department chooses to use this license on the second year term, Duluth PD will need to pay \$2,800.	1	\$2,800.00
SafeLink Collaboration Manager License	SafeLink Collaboration Manager Annual Subscription License.	1	\$3,000.00
SafeLink Platform Subscription	SafeLink Virtual Network Platform License (per precinct). Includes unlimited Camera Owner Licenses and unlimited locations and SafeLink cameras. This is an annual subscription.	1	\$6,000.00
VideoLink Base Subscription	VideoLink upgrade License - view all accessible video surveillance cameras. Quality of video 350x240 pixels at 10 frames per second. This is an annual subscription.	1	\$2,800.00

<b>Detail Amount:</b>	<b>\$14,600.00</b>
<b>(-) Discount (%)</b>	
<b>(-) Discount</b>	<b>\$4,6000.00</b>
<b>Total Amount</b>	<b>\$10,000.00</b>

<b>Annual Subscription</b>	<b>\$10,000.00</b>
----------------------------	--------------------

- (5) Subscriber understands and acknowledges that Subscriber's use of the network is pursuant to this Agreement and the Terms of Service Agreement which is incorporated here within this Agreement as though recited in full, and that if any conflict of language or Interpretation arises between this Agreement and the Terms of Service Agreement, the Terms of Service Agreement shall control. Subscriber agrees to comply with the Terms of Service Agreement in all uses of the Solution.
- (6) The subscription is cancelable at will by Securonet and Subscriber upon providing written notice of cancellation at least thirty (30) days in advance of the requested date of cancellation.

*Subscriber agrees to the foregoing provisions and warrants that the signatory below is authorized to sign on behalf of Subscriber:*

**SUBSCRIBER:**  
**CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
City Auditor

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**SECURONET:**

By: \_\_\_\_\_

Title: Founder

Date: 12/29/16

## **SecuroNet Terms of Service Agreement**

Terms and Conditions Governing a Subscriber's Use of the SecuroNet Website, and all SecuroNet Solutions and Services Provided via the Website, including but not limited to the SafeLink, VideoLink, and ShareLink product offerings.

### **Introduction:**

#### **a. Subscribers to the Terms.**

The following Terms of Service Agreement (the “**Terms**” or the “**Agreement**”) is a binding agreement between SecuroNet LLC (“**SecuroNet**”) and the City of Duluth, a municipal corporation existing under the laws of the State of Minnesota (“**You**”), a user of the SecuroNet website (“**Website**”) and/or a Subscriber (“**Subscriber**”) to the SafeLink Community Camera Connectivity Solution (“**Solution**”), as identified in the SafeLink Community Camera Connectivity Solution Subscription Agreement (“**Subscription Agreement**”). These Terms govern Your use of the SecuroNet Website, the Solution, and all other solutions, services and networks owned or controlled by SecuroNet (all of which are included in the definition of “**Content**” provided in Section 1 below), which are provided to You via the Website. The two individuals exclusively authorized to utilize the Securonet system on behalf of the Duluth Police Department are: Nicholas Lepak and Mike Gilbert.

#### **(1) Entity Subscribers.**

If You are going to use the Solution on behalf of a business entity, corporate entity, organizational entity, or associational entity, You hereby represent to SecuroNet that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that “**You**” and “**Your**” will refer to that business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

### **1. CONTENT.**

#### **A. Content Defined.**

The Website contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to SecuroNet's other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos,

advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Website and of the Solution, and the compilation, assembly, and arrangement of the materials of the Website and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by SecuroNet and those owned by third parties and licensed to SecuroNet for use on the Website (collectively, “**Trademarks**”), and other forms of intellectual property included in the Website, in the Solution, and/or in any other product or solution or service provided by SecuroNet. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by SecuroNet through the Website is defined and referred to collectively in these Terms as “**Content**”.

## **B. Ownership.**

The Website (including any past, present, and future versions) and the Content are owned by SecuroNet or controlled by SecuroNet through licenses granted to SecuroNet by its licensors. All right, title, and interest in and to the Content available via the Website is the property of SecuroNet or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to SecuroNet’s copyright ownership of the Content, SecuroNet owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Website. “**Intellectual Property Rights**,” as used in these Terms, means any and all rights belonging to SecuroNet and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and SecuroNet, SecuroNet retains all its respective titles, interests, and ownership in the Website and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Website or the Content under these Terms.

## **C. Limited License Granted to You.**

SecuroNet grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Website and the Solution (the “**Limited License**”). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution). This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Website. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by SecuroNet. Any unauthorized use of any Content or the Website for any purpose is strictly prohibited.

## **D. Rights of Others.**

In using the Website, You must respect the rights of others. Your unauthorized use of Content may violate rights owned by SecuroNet or its licensors, and/or Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws. You may not make unauthorized use of Content owned by SecuroNet or its licensors or of materials owned by a third party.

## **2. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.**

### **A. Your Ownership of Subscriber-Generated Content.**

SecuroNet provides a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Website (collectively, “**submit**”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, “**Subscriber-Generated Content**”). Subject to the rights and license You grant to SecuroNet under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that SecuroNet has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content.

### **B. Your Subscriber-Generated Content Is Not Confidential.**

You have the right to share Your Subscriber-Generated Content with other Subscribers to the Solution whom You select, in accordance with the available privacy settings in the Solution. Please be aware that even if You share Your Subscriber-Generated Content with a limited number of other Subscribers, Your Subscriber-Generated Content may not be private or confidential. SecuroNet has no obligation to You in regard to Your Subscriber-Generated Content and no obligation to maintain Your Subscriber-Generated Content as confidential or private except as may be required by law. Therefore, do not post and/or share as Subscriber-Generated Content any personally identifiable information such as names, addresses, telephone numbers, email addresses, credit card numbers, social security numbers, bank account numbers or other private information which relates to You or to another specific individual (hereinafter, “**PII**”). Under these Terms, You acknowledge that the Internet may be subject to breaches of security and that You are aware that submissions of Subscriber-Generated Content may not be secure, and You will therefore undertake to refrain from including any PII in Your Subscriber-Generated Content. This Agreement is subject to the Minnesota Government Data Practices Act (“**MGDPA**”) codified in Chapter 13 of the Minnesota Statutes.

### **C. Your License to SecuroNet Regarding Your Subscriber-Generated Content.**

You hereby grant to SecuroNet a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever, all or any portion of Your Subscriber-Generated Content that is classified as public data under the MGDPA or other applicable law for any purpose whatsoever, in all formats, on or through any media, software, formula, or medium now known or yet to be developed in the future, and with any technology or devices now known or yet to be developed in the future. Without limitation, the rights You are granting to SecuroNet include the right to:

- (1) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and combine Your Subscriber-Generated Content with other materials; remove such Subscriber-Generated Content and combine same with other materials; and
- (2) use any ideas, concepts, know-how, or techniques contained in Your Subscriber-Generated Content for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services; and
- (3) the right to manage and/or remove Your Subscriber-Generated Content from the Website at any time and for any reason in SecuroNet's sole discretion;
- (4) the right to refrain from making any use of Your Subscriber-Generated Content.

In order to further effect the rights and license that You grant to SecuroNet to Your Subscriber-Generated Content, You hereby waive any moral rights (including right of attribution and right of preservation of the integrity of Your Subscriber-Generated Content) that You may have in any Subscriber-Generated Content, even if it is altered or changed by SecuroNet in a manner not agreeable to You. You understand that You will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section because, You understand and acknowledge, You are granting this license to Your Subscriber-Generated Content as a pre-condition to Your use of the Website.

Further, You understand and acknowledge that the license You are granting to SecuroNet is perpetual and will continue in full force and effect even if You remove Your Subscriber-Generated Content from the Website.

#### **D. SecuroNet's Exclusive Right to Manage All Subscriber-Generated Content.**

SecuroNet may, but has no obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of Your Subscriber-Generated Content, and SecuroNet may, in its sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of Your Subscriber-Generated Content without notice to You and without any liability to You or any third party. SecuroNet reserves the right to treat Subscriber-Generated Content on the Website as content stored at the direction of Users for which SecuroNet will not exercise any control except to block or remove content that comes to SecuroNet's attention and is offensive, obscene, lewd, lascivious, salacious, violent, harassing, threatening, abusive, infringing, illegal

or otherwise objectionable in SecuroNet's sole discretion and judgment; or, to enforce the rights of third parties or the content restrictions set forth in other provisions of this Agreement, when notice of a violation comes to SecuroNet's attention. You understand and acknowledge that SecuroNet has no obligation to post, display, maintain, store, access, cache, or archive Your Subscriber-Generated Content for any period of time.

(1) You understand and acknowledge that when using the Solution, You will be exposed to Subscriber-Generated Content from a variety of other Subscribers, and that SecuroNet is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to any such Subscriber-Generated Content. You also understand and acknowledge that SecuroNet does not endorse any Subscriber-Generated Content or any opinion, recommendation, or advice expressed in Subscriber-Generated Content, that SecuroNet expressly disclaims any and all liability in connection with the Subscriber-Generated Content, and that, as emphasized in these Terms, SecuroNet has the unlimited right to take down or remove from the Website any Subscriber-Generated Content at any time and for any reason in its sole discretion. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SUBSCRIBER-GENERATED CONTENT THAT IS INACCURATE, OR THAT YOU BELIEVE IS OFFENSIVE, OBSCENE UNDER THE STANDARDS OF THE RELEVANT COMMUNITY, OR OTHERWISE OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST SECURONET WITH RESPECT TO ANY OBJECTION YOU MAY HAVE IN REGARD TO SUBSCRIBER-GENERATED CONTENT.

#### **E. SecuroNet's Enforcement Rights in Subscriber-Generated Content.**

You grant SecuroNet the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Website, including the right to bring and control enforcement actions at SecuroNet's cost and expense.

#### **F. Your Representations and Warranties for Your Subscriber-Generated Content.**

Each time You submit any Subscriber-Generated Content, You represent and warrant the following:

- (1) that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content and grant SecuroNet the rights to it that You are granting by these Terms; and
- (2) the Subscriber-Generated Content is accurate; and
- (3) the Subscriber-Generated Content is not offensive, obscene, lewd, lascivious, salacious, violent, harassing, threatening, abusive, illegal, injurious, harmful to any other person, or otherwise objectionable; and
- (4) the Subscriber-Generated Content does not and will not infringe any intellectual property or other right of any third party; and
- (5) the Subscriber-Generated Content will not violate this Agreement.



### **G. SecuroNet's Right to Use Non-Personally Identifiable Data.**

You understand, agree, and acknowledge that SecuroNet may aggregate non-personally identifiable information and demographic data that are classified as public under the MGDPA regarding Subscribers and users of the Website, including You, and their activities in regard to the Website and the Content ("Data"). SecuroNet may use and retain this Data for any purpose, including improving or modifying the Website, without any compensation or royalty owed to You or any other User.

### **3. YOUR CONDUCT ON THE WEBSITE.**

You hereby understand, acknowledge, and agree that You and any persons under Your control and/or supervision who access the Website and the Content through Your Account will not do any of the following: alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Content or the Website in whole or in part; and/or remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to SecuroNet's ownership of the Content and the Website; and/or copy, reproduce, publish, distribute, or redistribute any of the Content, in whole or in part, to any person who is not an authorized User of the Website; and/or use or attempt to use the Website or the Content to invade the privacy of any person in violation of applicable state laws; attempt to sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Content, the Website, any rights granted under this Agreement, or any intellectual property rights owned by SecuroNet to any other person or entity; and/or provide any other person or entity access to the Website by means of Your username and/or Your password; and/or attempt to lend, lease, license, sublicense, transfer, assign, sell, or resell Your username(s) and password(s) to any other person or entity; and/or decompile, disassemble, translate or reverse engineer any portion of the Website or the Content, or otherwise discover or duplicate any technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any portion of the Website or the Content; and/or monitor, gather, copy, or distribute such Content (except as may be a result of standard search engine or activity or use of a standard Internet browser) on the Website by using any robot, rover, "bot," spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; and/or frame or use framing techniques to enclose any Content (including any images, text, or page layout) and display any Content within the frame on another website; and/or insert any code or product to manipulate Content in any way that affects, adversely or otherwise any other User's experience with the Website; and/or make or attempt to make any commercial use or exploitation of the Website or any of the Content; and/or circumvent, disable or otherwise interfere with the security features of the Website or the Content, or any features that prevent or restrict use or copying of any Content or enforce limitations on use of the Content; and/or collect or harvest any PII, including usernames and passwords, from the Website; and/or create multiple Accounts by manual or automated means or under false or fraudulent pretenses; and/or create or transmit unwanted electronic communications or "spam" to other Users of the Website; and/or transmit

any viruses, worms, defects, Trojan horses or other code sequence or routines of a destructive nature on the Website; and/or use the Website or the Content to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material; and/or use any metatags or any other “hidden text” utilizing any SecuroNet trademarks and/or use any device, software or routine that interferes with the proper working of the Website or the Content; and/or claim the Website or any of the Content as Your property, Your creation, or Your work of authorship, in whole or in part except as otherwise provided in paragraph 2, Subscriber-Generated Content: Content You Submit, above; and/or contest or dispute SecuroNet’s ownership of all intellectual property rights in the Website and the Content excluding Your Subscriber-Generated Content; and/or use the Content after the termination date of Your Account; and/or fail at any time to provide true, accurate, complete, and current Account registration data and information; and/or engage in any activities through or in connection with the Website that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, salacious, injurious, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to SecuroNet; and/or use the Website and/or the Content, in whole or in part, in any manner not authorized by this Agreement.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ANY VIOLATION OF THE FOREGOING PROVISIONS BY YOU OR BY ANY PERSONS SUBJECT TO YOUR CONTROL AND/OR SUPERVISION WHO ACCESS THE WEBSITE PURSUANT TO YOUR ACCOUNT, MAY, IN SECURONET’S SOLE DISCRETION AND JUDGMENT, SUBJECT YOU TO THE IMMEDIATE SUSPENSION OR TERMINATION OF YOUR ACCOUNT, AND MAY SUBJECT YOU TO CRIMINAL LIABILITY AND/OR LIABILITY FOR DAMAGES, COSTS, AND/OR EXPENSES INCURRED BY SECURONET IN ENFORCING ITS RIGHTS AGAINST YOU UNDER THIS AGREEMENT.

#### **4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.**

##### **A. DMCA Notice for Copyright Infringement.**

SecuroNet will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Website, then You may send us a written notice that includes all of the following:

- (1) a subject line that says: “DMCA Copyright Infringement Notice”; and
- (2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (3) a description of the location of the infringing material on the Website; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and, (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

SecuroNet may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and SecuroNet may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

SecuroNet will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:

By Mail:  
SecuroNet  
c/o Fredrikson & Byron, P.A.  
Attention: Paul E. Thomas  
200 South Sixth Street, Suite 4000  
Minneapolis, Minnesota 55402

By E-Mail:  
DMCANotice@SecuroNet.net

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting SecuroNet’s other rights, SecuroNet may, in appropriate circumstances, terminate a repeat infringer’s access to the Website and any other website owned or operated by SecuroNet.

#### **B. DMCA Counter-Notification regarding Copyright Infringement.**

If access on the Website to a work that You submitted to SecuroNet is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (1) a subject line that says: “DMCA Counter-Notification”; and
- (2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Website before it was removed or disabled; and

- (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- (4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and
- (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Minnesota), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Website. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

### **C. Reporting Infringement of Other Intellectual Property.**

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Website, then You may send SecuroNet a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

- (1) a subject line that says: “Intellectual Property Infringement Notice”; and
- (2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual property if multiple works have been infringed; and
- (3) a description of the location of the infringing material on the Website; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

SecuroNet will act on such notices in its sole discretion. Any User of the Website that fails to respond satisfactorily to SecuroNet with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

## **5. YOUR ACCOUNT AT SECURONET.**

### **A. Registration.**

To access the Solution through the Website, You not only must execute a Subscription Agreement, but also You must become a registered user of the Website by establishing an Account.

### **B. Usernames and Passwords.**

If You register for any feature of the Website that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

- (1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (SecuroNet may reject the use of any password, username, or email address for any reason in our sole discretion); and
- (2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and
- (3) You are solely responsible for all activities that occur on the Website under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Website and the Content through Your subscription; and
- (4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Website using Your name, username, or password; and
- (5) You will immediately notify SecuroNet of any unauthorized use of Your Account, password, or username, or any other breach of security; and
- (6) You will not sell, transfer, or assign Your Account or any Account rights.

SecuroNet shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

### **C. Termination.**

If any information that You provide as part of Subscription Agreement or Your Account registration is false, inaccurate, or violates these Terms, or any legal requirement or law, then SecuroNet may suspend or terminate Your Account in its sole discretion.

If either party materially breaches this Agreement, the other party shall give written notice of such breach, specifying the nature of the breach and, as appropriate, the corrective measures required and allowing the breaching party reasonable time to cure, not to exceed thirty (30) days. If the breach is not corrected within such 30-day period, or is incapable of being cured, the non-breaching party may terminate this Agreement immediately by written notice to the breaching party. If You terminate this agreement based upon a material breach by SecuroNet, a pro rata share of the Annual Subscription fee paid by You shall be refunded by SecuroNet within thirty (30) days of your written termination notice.

Notwithstanding anything herein to the contrary, You or SecuroNet may terminate this Agreement at any time upon written notice given by the terminating party at least thirty (30) days prior to the effective date of the termination.

### **D. Your Use of an Internet Access Device and Third-Party Components.**

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Website ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that SecuroNet has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. SecuroNet does not represent or warrant that the Website and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Website.

### **E. Wireless Features.**

The Website may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Website's features and upload content to the Website, receive messages from the Website, and download applications to Your wireless Internet Access Device (collectively, "Wireless

Features”). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that SecuroNet has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third Party Component.

#### **F. Customer Service.**

SecuroNet will respond to consumer service requests and other similar inquiries if properly communicated to SecuroNet.

#### **6. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.**

You represent and warrant the following in respect of this Agreement:

- A.** You have the necessary authority to enter into this Agreement; and
- B.** If You are an individual, You are over the age of eighteen; and
- C.** You shall cooperate with all of the instructions, rules, and procedures that apply to Your SecuroNet Account;
- D.** You have provided and will continue to provide true, accurate, current, and complete Account registration information; and
- E.** You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
- F.** If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Website and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and
- G.** You will comply with all laws and regulations applicable to this Agreement and to the Website and Content, including all laws regarding personal rights of privacy and publicity.

#### **7. INDEMNITY.**

Securonet LLC shall not be responsible for the acts or omissions of you or your agents. Each party will be responsible for its own acts and behavior and the results thereof. If any claim or cause of action is asserted against a party in connection with the performance of this Agreement, that party will promptly notify the other party of the claim or cause of action. The parties will reasonably cooperate with each other in the defense of claims and causes of action arising out of the performance of this Agreement. Your liability shall be governed by the provisions of the Minnesota Municipal Liability Tort Act, Minnesota Statutes Section 466.01, et. seq.

#### **8. NO OTHER WARRANTIES.**

SECURONET'S REPRESENTATIONS AND WARRANTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES PROVIDED BY SECURONET WITH RESPECT TO THE WEBSITE AND THE CONTENT, AND ANY OTHER SOLUTION, PRODUCT, OR SERVICE PROVIDED BY SECURONET. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT ONLY TO THE EXPRESS WARRANTIES PROVIDED UNDER THE AGREEMENT, SECURONET EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY YOU OR ANY USER AS A RESULT OF PROVISION OR USE OF THE WEBSITE AND/OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION BY SECURONET OR ANY OTHER ENTITY OR PERSON SHALL CREATE ANY ADDITIONAL REPRESENTATION OR WARRANTY BY SECURONET. SECURONET DOES NOT REPRESENT, WARRANT, OR GUARANTY TO YOU OR ANY USER ANY PARTICULAR RESULTS TO BE ACHIEVED AS A RESULT OF YOUR USE OF THE WEBSITE, THE CONTENT, OR ANY SOLUTION OR SERVICES INCLUDED IN THE CONTENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT SECURONET HAS NO RESPONSIBILITY OR LIABILITY FOR ANY ACTION YOU TAKE OR FAIL TO TAKE BASED ON YOUR USE OF THE WEBSITE AND/OR THE CONTENT, INCLUDING BUT NOT LIMITED TO YOUR USE OF THE SOLUTION. SECURONET IS NOT LIABLE FOR ANY DAMAGES THAT YOU OR ANOTHER USER MAY SUFFER ARISING OUT OF USE, DELAY IN PROVIDING, OR INABILITY TO USE, THE WEBSITE AND/OR THE CONTENT.

#### **9. WEBSITE DISCLAIMER.**

SECURONET UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, ANY INABILITY OF YOU OR OTHER USERS TO ACCESS THE WEBSITE. THE WEBSITE MAY CONTAIN ERRORS, GLITCHES, BUGS, OR OTHER DEFECTS. IN THE EVENT OF YOUR DISSATISFACTION WITH THE WEBSITE YOU MAY NOTIFY SECURONET ABOUT YOUR DISSATISFACTION, IN WHICH CASE SECURONET WILL REVIEW THE COMPLAINT WITH SECURONET'S SUBJECT MATTER EXPERTS, AND/OR YOU MAY STOP USING THE WEBSITE. SECURONET PROVIDES ACCESS TO THE WEBSITE ON AN "AS IS" AND "AS AVAILABLE BASIS, AND MAKES NO REPRESENTATION, WARRANTY, PROMISE, OR GUARANTY THAT THE WEBSITE WILL BE AVAILABLE OR FULLY OPERATIVE AT ANY TIME OR ON AN UNITERUPTED OR ERROR FREE BASIS.



## **10. CONTENT DISCLAIMER.**

ALTHOUGH SECURONET ATTEMPTS TO PROVIDE HIGH QUALITY CONTENT, SECURONET IS NOT RESPONSIBLE FOR ANY PERCEIVED FALSE, MISLEADING, INCOMPLETE, INACCURATE, OR OTHERWISE DEFECTIVE CONTENT. CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND SECURONET IS NOT RESPONSIBLE FOR ANY RELIANCE UPON CONTENT BY YOU, BY ANY PERSONS SUBJECT TO YOUR CONTROL AND/OR SUPERVISION WHO ACCESS THE WEBSITE AND THE CONTENT THROUGH YOUR SUBSCRIPTION, OR BY OTHER SUBSCRIBERS, OR BY ANY THIRD PARTY. THE CONTENT MAY CONTAIN SUBMISSIONS BY THIRD PARTIES THAT MAY BE PERCEIVED AS FALSE OR MISLEADING OR MAY BE PERCEIVED TO HAVE OTHER DEFECTS, AND SECURONET IS NOT RESPONSIBLE FOR SUCH SUBSCRIBER-GENERATED CONTENT. IN THE EVENT OF DISSATISFACTION WITH THE CONTENT, YOU MAY NOTIFY SECURONET ABOUT YOUR PERCEPTIONS OF THE CONTENT, IN WHICH CASE SECURONET WILL REVIEW THE COMPLAINT(S) WITH SUBJECT MATTER EXPERTS, AND/OR YOU MAY STOP USING THE CONTENT.

## **11. LIMITATION OF LIABILITY.**

IN NO EVENT WILL YOUR OR SECURONET'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE CONTENT, THE WEBSITE, ANY SOLUTION OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CLAIM OR FORM OF ACTION, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF YOU OR SECURONET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR RELATIONS WITH OTHER SUBSCRIBERS, AND THAT SECURONET SHALL NOT BE LIABLE TO YOU OR ANY OTHER SUBSCRIBERS, UNDER ANY CIRCUMSTANCES, FOR ANY DISPUTE THAT ARISES BETWEEN YOU AND ANOTHER SUBSCRIBER OR USER OF THE WEBSITE AND/OR THE CONTENT.

## **12. GENERAL PROVISIONS.**

### **A. Governing Law and Dispute Resolution.**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Minnesota. Disputes arising under this Agreement may proceed through three levels of resolution, if necessary: negotiations between You and SecuroNet, mediation, and court proceedings. Any dispute which arises under this Agreement and cannot be resolved by good-faith negotiations between the parties may be submitted by either party for a required one-day mediation procedure before a neutral mediator chosen by the American Arbitration Association ("AAA") and applying AAA procedural rules. If either party is unsatisfied with the resolution provided by the mediator, either party may file a claim in the appropriate state or federal court sitting in Minnesota.

### **(1) Right to Injunctive Relief.**

The dispute resolution provisions of this Agreement will not apply to any legal action taken by SecuroNet or You to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) including, but not limited to, those relating to the Website, any Content, Your Subscriber-Generated Content and/or SecuroNet's Intellectual Property Rights, SecuroNet's operations, and/or SecuroNet's products or services.

**B. Severability and Interpretation.**

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement, which will remain in full force and effect. To the extent permitted by applicable law, You agree to waive, and You hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in this Agreement, the word will be deemed to mean "including, without limitation."

**C. Communications.**

Whenever You communicate with SecuroNet electronically, such as via e-mail, You consent to receive communications from SecuroNet electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, SecuroNet is not obligated to respond to inquiries that it receives. You agree that all agreements, notices, disclosures, and other communications that SecuroNet provides to You electronically satisfy any legal requirement that such communications be in writing.

**D. Law Enforcement and Termination of Accounts or of the Website.**

SecuroNet reserves the right, without any limitation, to investigate any suspected breaches of its Website security and/or Content security, to investigate any suspected breaches of this Agreement, to investigate any information obtained by SecuroNet in connection with complying with criminal laws, to involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, to prosecute violators of this Agreement, and to discontinue the Website, in whole or in part, or to suspend or terminate Your access to it, in whole or in part, including any Accounts or registrations, upon reasonable written notice to You. Upon suspension or termination of Your access to the Website, or upon notice from SecuroNet, all rights granted to You under this Agreement will cease immediately, and You agree that You will immediately discontinue use of the Website. The provisions of this Agreement and any Additional Terms, which by their nature should survive Your suspension or termination will survive, including the rights and licenses You grant to SecuroNet in this User Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, and no class action.

**E. Assignment.**

Neither party may assign or transfer any right or obligation under this Agreement, in whole or in part, without the prior written consent of the other party.

**F. No Waiver.**

Except as expressly set forth in this Agreement, no failure or delay by You or SecuroNet in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

**G. No Partnership or Joint Venture.**

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and SecuroNet.

**H. No Third-party Beneficiary.**

No provisions of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of the Agreement or of any one of more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**I. Complete Agreement.**

It is understood and agreed that the entire agreement between You and SecuroNet is contained herein and that this Agreement supersedes any and all prior oral or written proposals or understanding. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

©2016 SecuroNet, LLC.