

Purchase/Use of Equipment

Within this agreement Insight Media is referred to as Insight and the words you and your refer to the Customer for which this quote/sales order or invoice is being/has been processed or the user of Insight product/service and its websites.

These Terms and Conditions are hereby incorporated into, and made a part of any purchase order (written or verbal) by you to order equipment from Insight. Delivery – Lead time is stated on the Insight Quote/Sales Order. All required documents must be received to initiate an order with Insight. Any delays in receipt of Customer-consigned equipment or payments due will cause equal or greater delays in Insight delivery. All customers' consigned equipment (if any) must be received at Insight prior to having the lead time commence. Lead times are not guaranteed or firm and are provided as estimates. Delays may occur due to weather or other acts of God, material and labor shortages, changes ordered by you, concealed conditions, delays by shippers and suppliers, vandalism, casualty losses and other factors beyond Contractor's control. Insight shall not be liable for any claim or expense due to delay.

Shipping: Freight quotes are estimated for budgeting purposes only and are subject to change. Quotations are valid for 30 days only. When Insight equipment arrives, you are responsible for noting and damages to the packaging of Insight equipment with the carrier. If damages are not noted with the carrier, Insight shall not be liable for any claim or expense that arises from damages that occur during transit. All packaging material (of damaged products) should be retained and preserved for carrier inspection purposes.

Warranty: Insight hereby warrants that each component manufactured or supplied directly by Insight will be free of defects in material and workmanship for a period of one (1) year following the date of invoice or shipment whichever occurs first (the "Warranty Period"). Any product invoiced but not shipped will have its Warranty Period started as of the invoice date. During the Warranty Period, Customer shall return defective parts to Insight at Customer's expense. Insight shall repair or replace any defective component within thirty (30) days of receipt, at Insight's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. Insight does not warrant any component supplied by you. Insight's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by customer or customer's service organizations, removal or alteration of part identification, installation of software or services or failure caused by a product for which Insight is not responsible.

Payment: Insight standard terms are 100% (one-hundred percent) payment due at time of order. Alternate terms of sale are solely at the discretion of Insight, are extremely rare, and may impact pricing. Under no circumstances you will be entitled to withhold or suspend payment or deduct from or compensate with the amounts due hereunder. Delivery address determines taxation status. Accounts that reached 30-days overdue balance may be suspended and/or deleted. If a service is deactivated due to non-payment the service in question will only be reactivated once payment for the outstanding balance has been received in full. If all services on an active account are deactivated all outstanding invoices must be paid in full before any one service will be reactivated. The Company reserves the right to keep a service deactivated until funds paid have cleared.

Refunds and Cancellations: A full purchase price refund will be given for products returned within 30-days of purchase. All return products must be in original, new condition and include all original packaging and parts. Opened items with incomplete accessories / packaging / missing parts will receive a refund of the product cost minus a 20% restocking fee. Installation, training, shipping, freight, client-

specific setup costs or any custom products or services are non-refundable.

International Customers: Insight standard terms are 100% (one-hundred percent) payment due at time of order or as agreed to by Insight in writing. All prices are quoted in Canadian Dollars. All remittances must be paid in Canadian Dollars by bank wire transfer. Under no circumstances you will be entitled to withhold or suspend payment or deduct from or compensate with the amounts due hereunder. Costs and delays related to customs, taxes, brokerage and/or duties on international shipments are your sole responsibility.

Promise to Pay: In the rare event that Insight extends credit to you under this Agreement, you jointly and severally agree to pay for all purchases pertaining to this Agreement and all other charges as described below, according to the terms of this Agreement.

Late Charge: In the event that Insight does not receive payment of any amounts due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law and (b) 1.75% per month, or 21% per annum, of the total of the Balance Due.

Collection Costs: If any amounts due remain unpaid and Insight is forced to collect these amounts from you, all collection costs, with an agreed minimum of 15% of the principal amount due, will be for your account only and can be claimed from you by Insight.

Reservation of Ownership: Insight remains owner of the equipment or goods purchased hereunder until the purchase price and any interest, late charge or costs due are paid in full by you. In the event of default by you in any payment due, Insight shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall equipment in transit and retake the same, to repossess any equipment or goods that are stored with you for your account without the necessity of Insight initiating any other proceedings.

Warranty limitation: The warranties provided in this agreement are exclusive and are in lieu of all other warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, and warranties of non-infringement. Except as expressly stated in this agreement, all warranties and conditions, whether express or implied by law or otherwise (including but not limited to implied terms of quality, and fitness for purpose) are hereby excluded to the extent permitted by law. Our warranty to repair or replace defective equipment is your sole remedy for any breach of warranty.

Inspection Period: Customer shall notify Insight within 7 business days of any non-conformity including: missing components or elements, peripherals or pieces or non-conforming components or elements, peripherals or pieces. After such time has lapsed, Customer agrees that their order has been accepted and Insight shall not be responsible for any further obligation to provide conforming or replacement components except as provided by the terms contained in Insight's warranty.

Storage: In the event that we do not ship an order or part of an order to you based on your request, a storage fee of \$100.00 per unit per month will be assessed starting 30 days after the ready to ship date.

Reverse Engineering: Reverse engineering of any product or service sold by Insight, in part or in whole, is strictly prohibited except to the extent allowed under any applicable law. If applicable law permits such activities, any information so discovered must be promptly disclosed to Insight and shall be deemed to be the confidential proprietary information of Insight. No unauthorized application, code, script or 3rd party software can be installed on network-connected signage systems. Insight systems cannot be modified (hardware or software) which may pose a risk to the overall stability of the signage network. Unauthorized login into the device or any attempt to hack or to seize the core administrative rights to the devices will void its warranty immediately.

Purchase/Use of Software

These Terms and Conditions are hereby incorporated into, and made a part of any purchase order (written or verbal) by you to order IT systems, cloud-services, web-applications, software or services from Insight.

Billing: Access to some of our services (or digital signage software) are provided for use with Insight products only. System access and digital signage software service involves an annual charge at the beginning of every contract term, Insight will charge your credit card/bill your account annually for the amount you specified during enrollment procedure by choosing the level of Service (the “Membership”) or upon subsequent Membership upgrade, multiplied by the duration of the contract term in months. We reserve the absolute right, at our sole discretion, to terminate our provision of the Service to you if funds are not available. Rates and Memberships may be changed at any time and you will receive notification prior to the change. The first payment will be due upon execution of these Terms and Conditions. Thereafter, annual payment will be due not later than the first day of the contract term billing period for the subsequent term of Service. Contract term is determined by the payment plan specified during enrollment procedure (annual renewal). Membership upgrades are subject to additional pro-rate invoicing for days remaining in the current billing period. Interest shall accrue on any unpaid fees at the rate of 5% per month until paid in full. If Insight does not receive payment from the card issuer/financial institution, you agree to pay Insight all amounts due upon demand. Customer agrees to pay all attorney and collection fees arising from Insight efforts to collect any past due amounts from Customer.

Continuous Service Membership: Subscription membership in the Service is on a continuous service basis. This means that once you have become a subscribing member, your membership will be automatically renewed annually and your credit card/account will be charged based on the subscription payment plan in accordance with the contract annual term. Credit card charges may be processed immediately after invoicing.

Cancellations: You may cancel your service account at any time, but you are still responsible of the remaining term agreement.

Refunds/Credits: Upon cancellation or termination of the Service, you will not receive a refund for any charges or fees associated with the service. Installation, training, shipping, freight, client-specific setup costs or any custom products or services are non-refundable.

Term and Termination: The Terms and Conditions shall continue in full force and effect for a period of one year from the date you originally accept them and shall be automatically renewed on each anniversary thereof for an additional term of one year. The Terms and Conditions may be terminated as follows: a) Either party may terminate the Terms and Conditions at any time and for any reason upon not less than 45 day notice of termination to the other party, and b) In the event of any termination pursuant to this Section, obligation to provide the Service to you will cease immediately.

Acceptance of Terms: Your usage of our services constitutes the acceptance of these Terms and Conditions. In addition, you will be subject to any guidelines or rules we may post from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. Should you breach this Agreement, Insight will revoke your access to the service and suspend your right of access. In such a case, no portion of your membership payment will be refunded. Should Insight decide to suspend the Service for any reason other than breach, it will refund to you the unused portion of your membership payment (if any), which will be your sole and exclusive remedy upon such a suspension of Service.

Registration obligations: In consideration of use of the Service, you agree to provide true, accurate, current and complete information about your business as prompted in Registration form, and maintain and promptly update your Account Information to keep it true, accurate, current, complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Insight has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Insight has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). We require all our users to keep all data, media, files, links and other information uploaded and linked to our software compliant with our Acceptable Use Policy. All pricing terms are confidential, and you agree not to disclose them to any third party.

You will receive a password and account designation upon completing the Service's Enrollment process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify Insight of any unauthorized use of your password or account or any other breach of security, and ensure that you log out from your account at the end of each session. Insight cannot and will not be liable for any loss or damage arising from your failure to comply with this section or from any loss or damage arising from the actions of any third party.

License: Subject to the Terms and Conditions, Insight grants you a non-exclusive and non-transferable license to access the Services over your computer or computers. Insight is the owner of any and all information, data, text, software, messages and other materials (collectively, "Content") within the Service, including, without limitation, the URL assigned to your business.

Restriction on Use of Service: Except as expressly permitted, you may not reproduce, disclose, redistribute, retransmit, publish, sub-license, assign, transfer or commercially exploit any of the Services or any other content that you receive, directly or indirectly, through the Services to anyone without prior written approval from Insight. You may not use or permit anyone to use the information provided through the Services for any unlawful or unauthorized purpose.

Modification of Service: Insight reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Insight shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

You agree that Insight has no responsibility or liability for the deletion or failure to store any media (file, content, playlist or schedule) transmitted by the web-based application to the signage devices. If you do not use the signage solution (software and/or hardware) or it remains unused for a period of six (6) months, the account will be deemed dormant. You acknowledge that Insight reserves the right to terminate any inactive or dormant account(s). We may immediately terminate that account and erase all media files and account data without notice to you.

Termination: You agree that Insight, at its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Insight believes that you have violated or acted inconsistently with the letter or spirit of the Terms and Conditions. Insight may also at its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of the Terms and Conditions may be effected without prior notice, and acknowledge and agree that Insight may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Insight shall not be liable to you or any third-party for any termination of your access to the Service. In the case of voluntary account termination you agree to pay any past-due invoice amounts and early contract

termination fee should the service contract period not be fulfilled. You also agree that Insight does not have any obligations to perform termination of your account if such termination request is submitted by you or by any third-party on your behalf by means of telephone, fax, voice message, regular or electronic mail.

Links: The Service may provide, or third parties may provide, links to other Internet sites or resources. Because Insight has no control over such sites and resources, you acknowledge and agree that Insight is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Insight shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource. If Customer links a web site controlled by Customer to the Service, Customer agrees to comply with the Acceptable Use Policy attached to these Terms and Conditions and all applicable laws and regulations, including, but not limited to, those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications, import and export of data and tax laws and regulations. Customer is solely responsible for any content contained on Customer's web site and Customer shall so state on Customer's web site. Insight may at any time and without advance notice modify or restrict Customer's participation in the Service if Insight determines in its sole discretion that Customer's information violates the Acceptable Use Policy, any laws or regulations, is disruptive, causes a malfunction of the Service, or is not suitable for the Service. If Customer does not correct the violation within ten days thereafter, Insight may terminate the link or Customer's access to the Service.

Abuse: Any use of Insight applications, systems and system resources that disrupts the normal use of the system for other Insight customers and users is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of abuse include but is not limited to multiple enrollments for the same business, creation of fictional consumer profiles and login accounts, impersonating other customers and users in creating appointments for any business account (including own), running load tests and denial of service attacks against any Insight web-properties.

Disclaimer of Warranties: YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOU ARE USING THE SERVICES AT YOUR OWN RISK. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS AND THERE MAY BE DELAYS, OMISSIONS, ERRORS OR INACCURACIES IN SUCH INFORMATION AND DATA. THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THE TERMS AND CONDITIONS. YOU WILL BEAR ANY AND ALL LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICES OR INABILITY TO USE THE SERVICES OR OUT OF ANY BREACH OF ANY WARRANTY. NONE OF Insight, ANY LICENSOR, EMPLOYEE, AFFILIATE OR AGENT OF Insight OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES (EACH, A "PROVIDING PARTY") WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES OR FROM ANY INVESTMENT DECISION MADE USING THE DATA, INFORMATION, OR TRANSACTIONS PROVIDED BY THE SERVICES.

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Third Party Content is the property of its respective provider or its licensor and is protected by applicable copyright law as set forth below. I agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Third Party Content in any manner without the express written consent of the Third Party Content Provider.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING USE OF THIRD PARTY CONTENT.

Common Terms and Conditions

These Terms and Conditions are hereby incorporated into, and made a part of any purchase order (written or verbal) by you to order hardware or software, cloud-services, web-applications, or any service from Insight.

Satisfaction Guarantee: Our 100% Satisfaction Guarantee applies to the following situations:

Purchase Satisfaction: If, for any reason, your order does not arrive in perfect condition or you are not completely satisfied with any of our products – simply return it within 30-days of the invoice date for a refund. All unopened returns receive a complete 100% refund (shipping costs are non-refundable). All returned or exchanged items must be in their original box and include packing material, manuals and all accessories.

Limitation of liability: To the extent allowed by law, you shall be responsible for all liability, injury to persons or property, damages, claims and expenses arising from use of the equipment/supplies which are attributable to the negligent actions or misconduct of buyer. Seller shall be responsible for all liability injury to persons or property, damages, claims and expenses arising from use of the equipment/supplies which are attributable to the negligent actions, or misconduct of Seller. The foregoing notwithstanding, in no event shall Insight (or any of its suppliers) be liable to you or any user of the equipment, or any portion thereof, or any other third party for any indirect, incidental, consequential, exemplary, or punitive damages, including loss of profits or goodwill, for any matter arising out of or otherwise relating to this agreement or related purchase order, whether such liability is asserted on the basis of contract, tort or otherwise, even if Insight has been advised of the possibility of such damages. In no event shall Insight’s total aggregate liability hereunder exceed the costs actually

paid by purchaser to Insight under this agreement.

Indemnification: You acknowledge that Insight is providing equipment to you for your use, and that Insight has no control over how the equipment is used. You hereby agree to indemnify, defend and hold harmless Insight and its officers, directors, employees, agents and contractors (collectively, “Indemnified Parties”) from and against any and all third-party claims, demands, losses, liabilities, damages, suits, actions, attorneys’ fees and costs (collectively, “Claims”) that any of the Indemnified Parties incur or suffer arising out of or otherwise relating to (i) the use or inability to use any of the equipment purchased under this agreement or related purchase order, or any portion thereof; (b) any personal injury or property damage caused directly or indirectly by use or misuse of the equipment purchased under this agreement or related purchase order, or any portion thereof; or (c) any use of the equipment, in whole or in part, in violation of any federal, state, country, local or municipal law, rule, regulation, ordinance or similar edict.

Protection of Terms and Service: The provisions of the Terms and Conditions are for the benefit of each Providing Party. Each Providing Party shall have the right to assert and enforce the provisions of the Terms and Conditions directly on their own behalf. You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.

JURISDICTION: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE, THE Insight SYSTEMS, INFORMATION, SERVICES AND CONTENT SHALL BE INSTITUTED IN A PROVINCE OR FEDERAL COURT OF CANADA AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, THE SOFTWARE, INFORMATION, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

Assignment: You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

General Provisions: The Terms and Conditions constitute the entire agreement between you and Insight and govern your use of all products, software and services supplied by Insight, superseding any prior agreements between you and Insight. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The Terms and Conditions and the relationship between you and Insight shall be governed by the laws of the Province of Ontario that apply as if this contract was made and performed entirely within such province. The failure of Insight to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. Any notice or other communication provided for hereunder shall be deemed to have been duly given when delivered, but only if the sender obtains reasonable proof of such delivery. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the

Terms and Conditions must be filed within one year after such claim or cause of action arose or be forever barred.

Complete Agreement: EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND Insight, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND Insight WITH RESPECT TO THE USE OF THE WEB SITE, THE Insight SYSTEMS, AND ANY SOFTWARE, ACCREDITATION OR CERTIFICATION SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

INSIGHT