

The Table of Contents and headings in this agreement are for convenience of reference only and will not affect the meaning or interpretation of any provisions of this agreement.

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This Software Subscription Agreement Terms and Conditions along with the attached Purchase Order Form(s), the Quote(s), any appendices, and the **Software Subscription Agreement** which is incorporated herein by reference, are the agreement (the "Agreement") and is made as of the date indicated on the Software Subscription Agreement between JK International Inc. ("JK"), located at 780 Birchmount Road, Unit 14, Scarborough, Ontario, Canada, M1K 5H4, and the customer (the "Subscriber") identified on the signing page of the Agreement. Any terms capitalized but not otherwise defined herein shall have the respective meanings set forth in the Definitions section of this Software Subscription Agreement Terms and Conditions.

JK hereby grants the Subscriber a non-exclusive, non-transferable, worldwide right to use the Software, solely for the Subscriber's own commercial use subject to all terms and conditions of this Agreement.

1. License Grant & Restrictions

It is expressly understood and agreed that JK's Technology, products, and Software remain the property of JK and that this is a contract of license only and that nothing herein contained shall be construed as conveying to the Subscriber any right, title or interest in and to the Software, other than the license. In no event shall the Subscriber assert any ownership interest in or to the Software. The Subscriber shall not grant or permit any person or business entity to assert a security or other interest in the Software. The foregoing is subject to any license between JK and its suppliers. JK has all necessary rights, entitlements, permissions, and privileges to provide the Software to the Subscriber pursuant to these terms and conditions, and to perform its obligations hereunder. JK alone (and its licensors, where applicable) is the owner of all right, title and interest, including all related Intellectual Property Rights, in and to JK's Technology, the Content and the Software. This Agreement is not a sale and does not convey to the Subscriber any rights of ownership in or related to the Software, the Content, JK's Technology, or the Intellectual Property Rights owned by JK or its licensors.

The Subscriber may not access the Software if the Subscriber is a competitor of JK except with JK's prior written consent. In addition, the Subscriber may not access the Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose.

The Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or the Content in any way except as specifically authorized by this Agreement and/or the Subscriber Agreement; (ii) modify or make derivative works based upon the Software, or the Content; (iii) create Internet "links" to the Software, or "frame" or "mirror" any Content on any other server or wireless or internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of Software, or (c) copy any ideas, features, functions or graphics of the Software. User licenses cannot be shared or used by more than one individual User, however individual users may be reassigned from time to time to new Users who are replacing former Users who no longer use the Software.

2. Software

JK will provide the Subscriber with the Software in accordance with this Agreement and any applicable Subscriber Agreement(s), and except as set forth herein, JK makes no guarantees as to any specific feature(s) of the Software. If the Subscriber requires configuration, set-up, support, and training services from JK for the Software, those services and related charges will be set out in a Subscriber Agreement signed by both JK and the Subscriber. Any such Subscriber Agreements shall be subject to and governed by this Agreement.

JK reserves the right to modify the Software or its policies relating to the Software in its discretion from time to time, provided that (i) JK does not consider such modification to result in the Software being materially worse than the Software provided at the Effective Date or (ii) such modification has been agreed upon by the parties.

JK provides the Software to the Subscriber pursuant to the terms and conditions of this Agreement. The Subscriber recognizes however that certain third-party providers of ancillary software, hardware, or services may require its agreement to additional of different license or other terms prior to the Subscriber's use of or access to such software, hardware, or services.

Except as set forth in the Purchase Order Forms or Subscriber Agreement, JK makes no guarantees as to the continuous availability or performance of the Software or any specific features of the Software.

3. Payments and Charges

This Agreement commences on the Effective Date and shall remain in effect for 3-months, or as provided for in the Purchase Order Form(s). In the event that the Subscriber has not provided 30 days' written notice to JK before the end of the Term of its intention to forego renewing this Agreement, this Agreement shall automatically renew thereafter and restart under the same terms and conditions, save as provided for herein, for unlimited consecutive 1-month terms, after which the Subscriber may provide 30 days' written notice if and when it intends to end the term of this Agreement.

All fees due to JK for Subscriber's use of the Software hereunder shall be paid by the Subscriber pursuant to JK's Subscriber Agreement. In the event that the terms of payment are not complied with or the Subscriber breaches any of the terms therein, the Subscriber will indemnify JK for payments owed to JK.

The Subscriber will make payments on the first day of each month in advance and continuing monthly thereafter unless agreed upon in writing, or as set out in the applicable Purchase Order Form(s). The first and all subsequent invoices will be based on the date of activation. The Subscriber shall pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable as set forth in the applicable Purchase Order Form(s) and/or any form authorizing JK to debit from the Subscriber's bank account or business account. The Subscriber is responsible for paying for all User licenses ordered and the corresponding maintenance fees, whether or not such User licenses are actively used. The Subscriber shall provide JK with accurate payment information and/or approved purchase order information as a condition to signing up for the Software. An authorized License Administrator may add licenses by executing an additional written Purchase Order Form; added licenses will be subject to the following unless otherwise agreed upon by the parties: (i) added licenses will be coterminous with the pre-existing License Term; (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that entire month. JK reserves the right to modify its fees and charges and to introduce new charges at any time upon at least 30 days' prior written notice to the Subscriber unless otherwise agreed upon by the parties. All pricing terms are confidential, and the Subscriber and JK each agree not to disclose them to any third party.

JK's charges are exclusive of all taxes, levies, or duties imposed by taxing authorities on the provision of the Software to the Subscriber pursuant to this Agreement, and the Subscriber shall be responsible for payment of all such taxes, levies, or duties. Unless otherwise provided in the Purchase Order Form: (i) entities with headquarters and a majority of entities resident in the United States will be billed in U.S. dollars; and (ii) all other entities will be billed in Canadian dollars. Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection (including attorneys' fees and costs).

The Subscriber agrees to provide JK and/or its authorized representative with complete and accurate billing and contact information. This information includes the Subscriber's name, name(s) of authorized signatories, street address, email address, and name and telephone number of an authorized billing contact and Administrator. The Subscriber agrees to update this information within 30 days of any change. If the Subscriber believes any bill submitted to it by JK is incorrect, the Subscriber must contact JK in writing within 60 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Default; Remedies. (a) If the Subscriber shall default in its regular payments or in making any other payment hereunder when due, or (b) the Subscriber shall default in the payment when due of any indebtedness of the Subscriber to JK arising independently of the Agreement, or (c) the Subscriber shall default in the performance of any other covenant herein and such default shall continue for five days after written notice to the Subscriber by JK or (d) the Subscriber becomes insolvent or makes an assignment for the benefit of creditors, or (e) the Subscriber applies for or consents to the appointment of a receiver, trustee, or liquidator of the Subscriber or of all or a substantial part of the assets of the Subscriber, or (f) the filing by or against the Subscriber of a petition in bankruptcy or a petition for reorganization or liquidation of the Subscriber under law, then, if and to the extent permitted by law, JK shall have the right to exercise any one or more of the following remedies:

- i) To sue for and recover all payments, then accrued or thereafter accruing, with respect to any or all Software, services, and licenses;
- ii) To terminate this Agreement and/or the Subscriber Agreement between JK and the Subscriber, as to any or all terms of services provided to the Subscriber by JK; and
- iii) To pursue any other remedy at law or in equity

All such remedies are cumulative and may be exercised concurrently or separately.

4. Termination

In addition to any other rights granted to JK herein, JK reserves the right to suspend or terminate the Subscriber's password account or use of the Software, to remotely shut down access to the Software and Customer Data, or terminate this Agreement if the Subscriber's account becomes delinquent (falls into arrears) or as a result of the Subscriber's default in its obligations. The Subscriber will continue to be charged for User licenses during any period of suspension. If the Subscriber or JK initiates termination of this Agreement, the Subscriber will be obligated to pay the balance due on the Subscriber's account for the remaining Term, computed in accordance with the Payments and Charges section above. The Subscriber agrees that JK may charge such unpaid fees to the Subscriber's credit card or otherwise bill the Subscriber for such unpaid fees. The Subscriber agrees and acknowledges that JK has no obligation to retain the Customer Data in the event of the Subscriber's default, and may delete such Customer Data, if the Subscriber has defaulted pursuant to this Agreement, including but not limited to failure to pay outstanding fees or charges, and such default has not been cured within 30 days of notice of such default. JK reserves the right to impose a reconnection fee in the event the Subscriber's access to the Software and Customer Data is suspended or terminated for default and the Subscriber requests access to the Software and Customer Data thereafter.

5. Subscriber's Responsibilities

The Subscriber represents and warrants that: (a) it has the legal power and authority to enter into this Agreement; and (b) it has not falsely identified itself nor provided any false information to gain access to the Software.

The Subscriber is responsible for all Subscriber activity outlined in the Purchase Order Form(s) and/or Subscriber Agreement. The Subscriber is further responsible for all activity occurring under the Subscriber's User accounts and shall comply with all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with the Subscriber's use of the Software, including those related to privacy, international communications, export control, consumer protection, unfair competition, anti-discrimination, false advertising, civil liberties, and the transmission of technical or personal data. The Subscriber shall (i) notify JK immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to JK immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the Subscriber or the Subscriber's Users; (iii) not impersonate another JK user or provide false identity information to gain access to or use the Software and not interfere with another user's use and enjoyment of the Software; (iv) not post, distribute or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component; (v) not delete from the Content documentation or any website used in connection with the Software any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols or modify any logos that the Subscriber does not own or have express permission to modify; (vi) not interfere with or disrupt networks connected to the Software; (vii) not use the Software to infringe any third party's Intellectual Property Rights or rights of publicity or privacy; and (viii) not use the Software to transmit or store any duplicative or unsolicited messages, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

In the event the Subscriber opted for hosted services:

- (i) The Subscriber shall not install any third-party software in JK's servers without the express written authorization of JK, and in the event that authorized third party software disrupts JK's server, JK may temporarily disable the software until the problem can be resolved; and
- (ii) The Subscriber acknowledges that there may be circumstances in which JK may monitor the activities of the Subscriber on JK's website

6. JK's Responsibilities

JK shall use its commercially reasonable efforts: (a) to provide support, operate, and maintain the Software for the Subscriber, including providing service and support, according to JK's documentation as described in this Agreement, Subscriber Agreement, and as set forth in the Purchase Order Form, if applicable, under normal use and circumstances, in a manner consistent with the generally accepted industry standards reasonably applicable to the provision of the Software; (b) to notify the Subscriber if JK becomes aware of any breach of its security relating to the Software or Customer Data or if the Software has attracted any malware, viruses, and any other types of hostile and intrusive software; and (c) to keep all Customer Data confidential applying the generally accepted industry standards for the protection of confidentiality.

JK is responsible for all JK activity outlined in the Purchase Order Form and the Software Subscription Agreement, which includes ongoing maintenance services to the Subscriber and upgrading Software. JK may retain any and all such personnel as required to provide the necessary services and support to the Subscriber in accordance with these terms and conditions without notice to the Subscriber.

7. Account Information and Data

The Subscriber, not JK, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data, information or material that the Subscriber submits to the Software in the course of using the Software (the "Customer Data"), and JK shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data unless JK specifically agrees in writing to store data for the Subscriber. The Subscriber agrees that JK may use aggregated, anonymized data in read-only format that is generated in the course of the Subscriber's use of the Software for its business purposes, including the development of marketing and sales collateral and general studies relating to the industry. In the event this Agreement is terminated (other than by reason of the Subscriber's default), JK will make available to the Subscriber a file of the Customer Data within 30 days of termination if the Subscriber so requests at or before the time of termination. JK reserves the right to withhold Customer Data without notice for any default by the Subscriber pursuant to this Agreement, including, without limitation, if the Subscriber's account becomes delinquent (falls into arrears).

8. Confidentiality

The Subscriber acknowledges and agrees that certain Customer Data may be stored and hosted by third-party hosting services on their secure cloud platform. The Subscriber agrees that all information related to JK including, but not limited to, the Intellectual Property Rights, information relating to the internal organization of JK, its products or trade secrets, technical data, files, lists, services, methods, processes, prices, contract terms or operating procedures and data, records, correspondence and other information pertaining to or concerning the business of JK, is proprietary and confidential (the "Confidential Information"). In the event that the Subscriber learns of or acquires such information during the course of his engagement with JK, the Subscriber shall use its best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Confidential Information. The Subscriber shall not, directly or indirectly, use the Confidential Information for its own benefit, or disclose to another any Confidential Information, whether or not acquired, learned, obtained or developed by the Subscriber alone or in conjunction with others, except as such disclosure or use may be required in connection with the performance of this Agreement or as may be consented to in writing by JK. Such information may not be considered Confidential Information if it is in the public domain (through no wrongful act of the Subscriber) or to the extent that the Subscriber is required to disclose such information in accordance with applicable laws, and in that case only once reasonable notice has been provided to JK that disclosure has been requested. The provisions of this section shall survive any termination or expiration of this Agreement. JK or its suppliers own the title, copyright and other Intellectual Property Rights in the Software. The Software is protected by Canadian and United States copyright and other intellectual property laws and treaties.

9. Disclaimer of Warranties

JK and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Software or any content except as otherwise specifically provided in this Agreement. JK and its licensors do not represent or warrant that (a) the use of the Software will be secure, accessible, timely, free from corruption, able to store all stored data uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Software will meet the Subscriber's requirements or expectations, (c) any stored data will be accurate, reliable or free from corruption, (d) the quality of any products, services, information, or other material purchased or obtained by the Subscriber through the agreement will meet the Subscriber's requirements or expectations, (e) errors or defects will be corrected, or (f) the stored data will be used and/or disclosed solely by or to the Subscriber. Except as herein specifically set forth, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law, by JK and its licensors.

10. Limitation of Liability

In no event shall JK's aggregate liability exceed the amounts actually paid by and/or due from the Subscriber or the Subscriber in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall JK and/or its licensors be

liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any similar type or kind (including regulatory fine or penalty, or claims for loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with the goods and services provided for in this agreement, including but not limited to the use or inability to use the goods and services provided for in this agreement, or for any content obtained from or through the goods and services provided for in this agreement, or any interruption, inaccuracy, error or omission, regardless of cause, in the content, even if JK or its licensors have been previously advised of the possibility of such damages.

11. Indemnification

The Subscriber shall indemnify and hold JK, its licensors and each such party's Affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of the use of the Software and all acts and omissions related thereto, or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by the Subscriber of its representations and warranties; or (iii) a claim arising from the default by the Subscriber or the Subscriber's Users of this Agreement, provided in any such case that JK (a) gives written notice of the claim promptly to the Subscriber; (b) gives the Subscriber a reasonable opportunity to exercise sole control of the defense and settlement of the claim (provided that the Subscriber may not settle or defend any claim unless the Subscriber unconditionally releases JK of all liability and such settlement does not affect JK's business or Software); (c) provides to the Subscriber all available information and assistance; and (d) has not compromised or settled such claim.

12. General

This Agreement shall be governed by the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the provincial and federal courts located in Toronto, Ontario. No text or information set forth on any Quote, preprinted form or document shall add to or vary the terms and conditions of this Agreement, unless signed by the parties and incorporated by reference into this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between the Subscriber and JK as a result of this Agreement or use of the Software. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the other party. This Agreement, together with any applicable Purchase Order Form, comprises the entire agreement between the Subscriber and JK and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No modification or amendment of this Agreement will be effective unless made in writing and signed by the parties.

JK may give notice by means of electronic mail to the Subscriber's email address on record in JK's account information or by written communication sent by first class mail or pre-paid post to the Subscriber's address on record in JK's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post), or 12 hours after sending (if sent by email). Continued use of the Software after any such changes shall constitute the Subscriber's acceptance of such changes. The Subscriber may give notice to JK (such notice shall be deemed given when received by JK) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail addressed to JK at JK's Head Office to the attention of the Chief Financial Officer.

This Agreement may not be assigned by the Subscriber or the Subscriber without JK's prior written approval; except that the Subscriber may assign the Agreement without JK's consent to (i) an Affiliate of the Subscriber, (ii) an acquirer of all or substantially all of the Subscriber's assets, or (iii) a successor of the Subscriber by amalgamation provided in each case that the assignee assumes all of the obligations and liabilities of the Subscriber under this Agreement by covenant in favor of JK. In such an instance, notice of assignment must be provided to JK within 30 days of the effective date of the assignment. Any purported assignment in violation of this section shall be void. Any actual or proposed assignment or change in control of the Subscriber that results or would result in a direct competitor of JK directly or indirectly owning or controlling 50% or more of the Subscriber's voting shares shall entitle JK to terminate this Agreement for cause immediately upon written notice to the Subscriber. JK reserves the right to assign this Agreement, in its sole discretion, without the consent of the Subscriber.

If as a result of Unavoidable Delay a party fails to perform or comply with any of its obligations under this Agreement (other than an obligation to pay moneys when due), such failure will not constitute a default under or breach of this Agreement or give rise to any liability. The time for performing or complying with the obligation in question will be extended by a period equal to the period during which the Unavoidable Delay operates to prevent compliance. Each party will promptly notify the other of the occurrence of any Unavoidable Delay which might prevent performance or compliance with an obligation of such party under this Agreement. For purposes of this Agreement, "Unavoidable Delay" means any strike, lock-out, labour dispute, act of God, inability to obtain labor, utilities or services, application of applicable laws not in effect on the date hereof, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire or other casualty, or any other cause, whether similar to or dissimilar from the foregoing, beyond the reasonable control of the party seeking to take advantage of the Unavoidable Delay and not avoidable by the exercise of reasonable foresight.

This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the respective parties hereto and the heirs, executors and Administrators of the Subscriber, if an individual, always providing that nothing in this paragraph contained shall impair any of the provisions hereinbefore set forth prohibiting assignment without the consent of JK.

Definitions

As used in this Software Subscription Agreement Terms and Conditions, the Software Subscription Agreement and in any applicable Purchase Order Form now or hereafter associated herewith:

- (a) **"Administrator(s)"** means those Users designated by the Subscriber who are authorized to license JK Software by executing subscription Agreements and the written Purchase Order Form(s) and to create User accounts and otherwise administer the Subscriber's use of the Software;
- (b) **"Affiliate"** of a party means its parent organization(s) and subsidiary companies;
- (c) **"Cloud Managed Services"** includes some of the following services: company data stored on AWS, a monthly report provided to the Subscriber, health monitoring and risk factors data;
- (d) **"Content"** means the audio and visual information, documents, software, products and services contained or made available to the Subscriber in the course of using the Software;
- (e) **"Customer Data"** means any data, information or material provided, submitted or created by the Subscriber to JK in the course of using Software;
- (f) **"Effective Date"** means the date of this Agreement;
- (g) **"JK's Head Office"** means JK's office as set forth on page 1 hereof as varied by JK from time to time in its sole discretion;
- (h) **"JK's Technology"** means all of JK's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to the Subscriber by JK in providing the Software;
- (i) **"JK's Website"** means <https://JKinternational.com>, as such website may be updated or varied by JK from time to time in its sole discretion;
- (j) **"Intellectual Property Rights"** means unpatented inventions, logos, product names, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights whether registered or not, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
- (k) **"License Administrator(s)"** means those Users designated by the Subscriber who are authorized to purchase licenses by executing written Purchase Order Forms and to create User accounts and otherwise administer the Subscriber's use of the Software;
- (l) **"License Term(s)"** means the period(s) during which a specified number of Users are licensed to use the Software pursuant to the Purchase Order Form;
- (m) **"Purchase Order Form"** means the form(s), and/or any appendices, order acknowledgement, the Quote and any amendments thereto that may be required, evidencing the leasing of JK goods and services and any subsequent purchase order information submitted online or in written form, specifying services contracted for the license of Software, the applicable fees, the billing period, and other charges or amendments as agreed upon by the parties. The Purchase Order Form is to be incorporated into and to become a part of this Software Subscription Agreement Terms and Conditions;
- (n) **"Quote"** means the form that may be required, evidencing the leasing of JK goods and services and any subsequent purchase order information submitted online or in written form, specifying, services contracted for, the license of Software, the applicable fees, the billing period, and other charges and amendments as agreed upon by the parties. Each such Quote is to be incorporated into and to become a part of this Agreement;
- (o) **"Software"** includes JK's SRX-Pro Server, SRX-Pro Remote, SRX-Pro Mobile Remote, Video Pilot Client (VPC), Video Pilot Matrix (VPM), Video Pilot Matrix Console (VPMC), Artificial Intelligence (JK Ai), Video Analytics (iVA), including associated media, Cloud Managed Services (CMS), PACDM, LPR, Business Insights, Alert Centre, JKDM, Annexus Finder, Annexus Configuration Tool, JK Media Server and Portal, Video Editor, VEO, and all programs identified on a Quote and all operating information necessary to run those programs;
- (p) **"Term"** means the term of this Agreement specified in the Purchase Order Form, appendix or Quote; and
- (q) **"User(s)"** means the Subscriber, its employees, representatives, consultants, contractors or agents who are authorized to use the Software and have been supplied user identifications and passwords by the Subscriber (or by JK at the Subscriber's request)