

TERMS OF SERVICE: BROCAI INC. (O/A STRYONIX)

THESE TERMS CONTAIN IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, REMEDIES, AND LIABILITIES. BY ACCESSING OR USING THE STRYONIX PLATFORM, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS.

1. DEFINITIONS

- **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with Brocai Inc.
- **“Customer”** means the individual or entity that has executed an Order for a subscription to the Services.
- **“Infrastructure”** means the combined cloud environment (including **Microsoft Azure**) and any private on-premise or edge hardware utilized to process data for the Customer.
- **“Service”** means the Stryonix software-as-a-service platform, including its AI video analysis, crowd counting, dwell time analysis, and demographic tracking capabilities.
- **“Your Content”** means the video feeds, images, or metadata submitted or captured by the Customer through the Service.

2. GRANT OF LICENSE

Subject to these Terms and payment of applicable fees, Brocai Inc. grants You a limited, non-transferable, non-sub-licensable license to access and use the Stryonix platform during the Subscription Term. The Service is licensed, not sold.

3. YOUR RESPONSIBILITIES & USE GUIDELINES

- **Compliance:** You are solely responsible for ensuring your use of the Service complies with all local, provincial, and federal laws, including laws governing surveillance, privacy, and notice requirements (e.g., placing appropriate signage for video monitoring).
- **Data Integrity:** You are responsible for the quality and legality of the data input into the Service.
- **Prohibited Acts:** You shall not:
 - Attempt to reverse engineer, decompile, or create derivative works of the Stryonix AI models.
 - Use the Service to transmit viruses, "Malicious Code," or attempt to gain unauthorized access to the Infrastructure.

- Use the Service to monitor individuals in a manner that violates applicable human rights or privacy legislation.
- Use the Service to build a competitive product.

4. PROPRIETARY RIGHTS & AI DATA

- **Ownership:** Brocai Inc. reserves all right, title, and interest in and to the Stryonix platform and its underlying AI models.
- **Data Rights:** As between Brocai Inc. and You, You own all rights to Your raw input data. However, you grant Brocai Inc. a perpetual, irrevocable license to use aggregated, anonymized, or de-identified data derived from Your use of the Service to improve, train, and refine our AI algorithms.
- **Machine Learning:** All machine learning improvements, weights, and models accrued during the provision of the Services remain the exclusive property of Brocai Inc.

5. INFRASTRUCTURE & SERVICE AVAILABILITY

- **Hybrid Infrastructure:** The Service operates using a combination of **Microsoft Azure** cloud services and private/edge infrastructure.
- **Uptime:** Brocai Inc. will use commercially reasonable efforts to maintain Service availability but does not guarantee 100% uptime. Availability may be subject to interruptions caused by Internet service providers, Azure cloud maintenance, or hardware failures in private infrastructure.

6. FEES AND PAYMENT

- Fees are due as specified in your Order. Failure to maintain accurate payment information may result in the suspension of the Service.
- **Fee Changes:** Brocai Inc. may adjust pricing upon renewal of your Subscription Term. Continued use of the Service after the effective date of a price change constitutes acceptance of the new fees.

7. INDEMNIFICATION

You shall indemnify and hold harmless Brocai Inc. and its officers, directors, and employees from any claims, damages, or costs (including legal fees) arising out of:

1. Your breach of these Terms.
2. Your failure to provide necessary privacy notices to individuals recorded by your hardware.
3. Your misuse of the Service or violation of third-party rights.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BROCAI INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR DATA. OUR AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT.

9. CONFIDENTIALITY

"Confidential Information" includes all non-public technical, business, or marketing information of Brocai Inc. You agree to protect such information with reasonable care and use it only for the purposes permitted under these Terms.

10. TERMINATION

- **Termination by Customer:** You may terminate your subscription at any time via email to [Insert Email]. No refunds will be provided.
- **Termination by Brocai:** We may suspend or terminate your access immediately if you breach these terms, fail to pay fees, or if your usage poses a security risk to our Infrastructure.

11. GOVERNING LAW

These Terms shall be governed by the laws of the **Province of Ontario, Canada**. Any disputes shall be resolved in the courts located in Ottawa, Ontario.