

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
*24-1241*

SAP Number

## Innovation and Technology Department

Department Contract Representative Jordan Black  
Telephone Number 909-388-0539

Contractor Genetec Inc.  
Contractor Representative Vince Caso  
Telephone Number 310-750-7025  
Contract Term Effective December 3, 2024 and continuing until terminated by either party.

Original Contract Amount Non-Financial  
Amendment Amount N/A  
Total Contract Amount Non-Financial  
Cost Center Various  
Grant Number (if applicable) N/A

**Briefly describe the general nature of the contract:** Non-financial General Terms of Sale, including non-standard terms, with Genetec Inc., for comprehensive technical training programs for video and access control security systems, in purchase amounts as authorized by the County Policy for the period beginning December 3, 2024, and continuing until terminated by either party.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

*Bonnie Uphold*  
Bonnie Uphold, Supv. Deputy County Counsel

Date 11/21/2024

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

▶

Date \_\_\_\_\_

# General Terms of Sale

This document (the “**Terms of Sale**”) defines the terms and conditions under which Genetec Inc. (“**Genetec**”) agrees to provide certain products and services to “**Buyer**” (either you as an individual, or the legal entity that you represent or for the benefit of which you are agreeing to these Terms of Sale and have the full power and authority to bind contractually, as applicable).

January 15, 2023

## 1. Applicability

Unless Genetec and Buyer signed a separate agreement that governs the sale of products or services by Genetec to Buyer, each sale of any such product or service by Genetec to Buyer will be governed by these Terms of Sale upon reference to this document in a Genetec quote, statement of work, or any other transactional document (“**Ordering Document**”). No additional terms or conditions contained in Buyer’s purchase order, terms of purchase, or any other document issued by Buyer or any third party shall be of any force or effect on the parties hereto, even if such document contains a statement to the contrary, unless such additional document is signed by a duly authorized representative of Genetec expressly agreeing to the applicability of any such document.

## 2. Definitions

The capitalized terms used in these Terms of Sale shall have the meaning attributed to them below in this section.

2.1. “**Agreement**” means these Terms of Sale together with the Ordering Document, which together govern the Sale of all Deliverables outlined in such Ordering Document.

2.2. “**Certified Professional**” means an individual employed or otherwise engaged by Buyer and who holds a current attestation issued by Genetec (upon such individual’s completion of the Genetec technical certification training program) pertaining to the relevant Genetec product or service.

2.3. “**Cloud Service**” means Genetec’s cloud-based or other software-as-a-service offering hosted, managed and made available by Genetec. The expression ‘Cloud Services’ includes all relevant software, services and equipment required to enable the provision of such Cloud Services to Customers and their Users through the internet, but excludes, for clarity, Support, Professional Services, and such other products, services, networks and equipment that may be necessary for Buyer, Customers, or Users to access or use such Cloud Services over the internet (such as, without limitation, the provision of internet access services commonly made available by internet service providers).

2.4. “**Confidential Information**” means any information that is identified by the Disclosing Party as proprietary or confidential, or that under the circumstances surrounding its disclosure or by its nature shall be understood by a reasonable person to be proprietary or confidential, including without limitation all Deliverable schematics, software, software development toolkits, software source code, technical information, and non-public business information, in whatever form. However, ‘Confidential Information’ excludes (i) information which is or becomes known to the public without breach of the Agreement; (ii) information developed independently by the Recipient without use of Disclosing Party’s Confidential Information, as the Recipient may reasonably demonstrate; and (iii) information which is rightfully received by the Recipient from a third party without restriction on disclosure and without breach of the Agreement.

2.5. “**Customer**” means either the Buyer (when the Buyer procures a Deliverable for its own use) or any third-party to whom Buyer is authorized to resell such Deliverable under the Ordering Document.

2.6. “**Deliverable**” means a license to a Genetec Software, a subscription to a subscription-based product or service (such as, without limitation, a Cloud Service, *Genetec Advantage*<sup>™</sup>, or a subscription-based license), Genetec Hardware, Third-Party Hardware, a Professional Service, or Support; in each case, as defined in the relevant Ordering Document and Sold under these Terms of Sale.

2.7. “**Disclosing Party**” means the party to the Agreement that discloses Confidential Information to the Recipient

2.8. “**Documentation**” means the written documentation provided by Genetec to Buyer or to a Customer in relation to a Deliverable, such as user manuals, reference manuals, data sheets, tutorials, videos, handbooks and other materials, instructions and documentation.

2.9. “**Genetec Hardware**” means hardware manufactured by or for Genetec and branded exclusively with Genetec trademarks. Genetec Hardware excludes any Third-Party Hardware.

2.10. “**Genetec Software**” means software developed or licensed by Genetec, in whatever form, with respect to which Genetec Sells license keys under the relevant Ordering Document. Genetec Software excludes any Third-Party Software.

2.11. “**Integration Services**” means those services that Buyer may provide to a Customer in relation to a Deliverable and which Genetec generally requires to be provided solely by Certified Professionals. Integration Services include, without limitation, the services of design, deployment, and support of Genetec products and services, as well as the provision of professional consultancy services in relation to the same.

2.12. “**Premium Support**” means the premium support services included as part of subscriptions to *Genetec Advantage*<sup>™</sup> offering optionally made available for purchase in relation to compatible Deliverables Sold under the Agreement, as further described in the relevant Documentation.

2.13. **“Product Terms”** means, with regards to a Deliverable, the document that defines the terms and conditions under which Genetec agrees to license, provide access to, or otherwise permit use of such Deliverable to each Customer or to its respective Users, including without limitation the license agreement applicable to the use of any Genetec Software and the terms of service applicable to the use of Cloud Services. The Product Terms applicable to Genetec products and services are available at [www.genetec.com/legal](http://www.genetec.com/legal), as such terms may be updated from time to time by Genetec at its sole discretion.

2.14. **“Professional Services”** means project management, deployment services or other similar professional services as they relate to Genetec products and services, defined in applicable project-based SOWs, as further outlined in section 3.1 below.

2.15. **“Recipient”** means the party to the Agreement that receives Confidential Information of the Disclosing Party.

2.16. **“Reference Location”** means, for the purpose of the dispute resolution mechanism below, the physical location of Buyer’s billing address (as identified in the relevant Ordering Document).

2.17. **“Sale”, “Sell”, “Sold”**, and other similar words designate any sale by Genetec to Buyer, under the relevant Ordering Document, of (i) a Genetec Hardware or a Third-Party Hardware, (ii) a license to a Genetec Software or a Third-Party Software, (iii) a subscription to a subscription-based product or service, or (iv) a Professional Service.

2.18. **“Standard Support”** means the standard support services, generally referred to as ‘Genetec Assurance’, that Genetec makes available to Buyer in relation to Deliverables, as further described in the relevant Documentation.

2.19. **“Support”** means either Standard Support or Premium Support, as applicable under the circumstances, with regards to a given Deliverable.

2.20. **“Third-Party Hardware”** means hardware Sold by Genetec under the relevant Ordering Document that is not manufactured by or branded exclusively with the name or the trademarks of Genetec. Third-Party Hardware excludes any Genetec Hardware.

2.21. **“Third-Party Software”** means software developed or licensed by a third party, in whatever form, which Genetec makes available to Buyer as part of or in relation to any Deliverable. Third-Party Software excludes Genetec Software.

2.22. **“User”** means, in relation to a Customer, any employee, agent, representative or other individual

identified as a user of a Deliverable for the benefit of such Customer

### 3. Appointment and Grant of Rights

3.1. Professional Services. Where the Deliverables include any Professional Services to be provided by Genetec, the description of such Professional Services, including the scope of deliverables, the parties' respective responsibilities and such additional terms that may apply to the provision of such Professional Services, shall be defined in relevant statements of work to be signed by both parties (each a "SOW"). Provision of Professional Services under each SOW will be further subject to the Professional Services Terms available at [www.genetec.com/legal/psterms](http://www.genetec.com/legal/psterms), as such terms may be updated from time to time by Genetec at its sole discretion. In the event of any inconsistency or conflict between these Terms of Service and the Professional Services Terms, the provisions of the Professional Services Terms will prevail.

3.2. No Property Modifications. Buyer shall not (and shall not encourage, assist or permit any other person to) translate, deconstruct, disassemble, decompile, reverse engineer or otherwise extract any proprietary code or other underlying or proprietary technologies, or otherwise modify any Deliverable or any other Genetec material or subject matter, or any part of them, or produce any derivative works of any of them or any part of them, except to the extent first agreed to in writing by Genetec or to the strictest extent expressly permitted in the applicable Product Terms or by the applicable law. The above does not, however, prohibit the configuration or use of standard features and options of the Deliverables as made available by Genetec, in accordance with the relevant Documentation.

3.3. No Other Rights. Except for the limited licenses granted to Buyer under the Ordering Document and to Customers or their Users under the Product Terms, nothing contained in the Agreement shall be understood to transfer to Buyer, a Customer, or any other party any rights, title, or interest in and to any Genetec intellectual property, all of which are fully retained by Genetec.

### 4. Relationship

4.1. Sale Restrictions. Unless expressly agreed to otherwise in the Ordering Document, Buyer may not further resell any Deliverable to any third party. Prior to any such agreement to resell any Deliverable by Buyer to a third party, Buyer must disclose to Genetec whether, to Buyer's reasonable knowledge, such third party intends to further resell the Deliverable to any fourth party. In situations where Buyer is permitted to resell the Deliverables to a third party Customer and is expected to provide Integration Services in relation to such resale, the above does not prevent Buyer from making available the Deliverables to a fourth party agent (such as an electrical contractor or general construction business) engaged by that Customer, to the extent that Buyer is fully aware of the identity of the Customer and Buyer ensures contractually that all Integration Services will be provided to that Customer directly by the Certified Professionals of Buyer, and not by the involved fourth-party agent. Buyer may not sell or otherwise commit to the availability of Premium Support to any Customer without having first purchased a subscription to a *Genetec Advantage*™ plan from Genetec for the benefit of such Customer.

Certain jurisdictions may prohibit or impose additional conditions with respect to territory or clientele restrictions. The constraints outlined above in this section apply only to the extent that the applicable law does not prohibit such terms.

4.2. Customer Promises. Buyer shall not make any claims or promises or offer any warranties to anyone with regards to Genetec or any Deliverable to the extent that such claim, promise, or warranty is incompatible with the terms of the Agreement, the Product Terms, or the relevant Documentation, and Buyer alone will be responsible for any such claims, promises and warranties made in violation of the above.

4.3. Product Terms. Buyer acknowledges and agrees that access and use of each Deliverable is subject to the applicable Product Terms, as such terms may be updated and replaced from time to time by Genetec or the respective third-party licensors of such Deliverables at Genetec's or such third-party licensors' entire discretion. To the extent that Buyer is permitted to further resell or otherwise make available the Deliverable to a Customer under the Ordering Document, Buyer agrees to use all reasonable efforts to ensure that the Customer agrees to abide by the applicable Product Terms prior to their access or use of the relevant Deliverable. Buyer understands and agrees that Genetec may at any time suspend or terminate the rights and licenses granted to any Customer or User under the Product Terms if Genetec determines, at its discretion, that such Customer or User accesses or uses a Deliverable in violation of the applicable Product Terms or the law. Genetec will give Buyer a written notice to that effect when relevant. For avoidance of doubt, if Buyer procures a Deliverable for its internal purposes, Buyer's use of such Deliverable will be subject to the relevant Product Terms, which terms will apply to Buyer in addition to the terms of the Agreement.

4.4. Permissions. Prior to performing any of its obligations under the Agreement, Buyer will ensure that it possesses all relevant rights, permits, regulatory approvals, consents, and licenses from the Customers, Users, regulatory authorities, licensors, and all other relevant third parties as may be necessary to use, market, or resell the Deliverables to the Customers or their Users, and to provide them with any Integration Services, as applicable.

4.5. Support. Unless stated otherwise in the Ordering Document or the Product Terms, Buyer shall be responsible for providing support to its Customers and their Users. Genetec will provide Standard Support to Buyer during the warranty period of the relevant Deliverable. Genetec will provide Premium Support in relation to compatible Deliverables to the extent that such Deliverable is covered by an active subscription to *Genetec Advantage*™. Genetec's commitment to provide Support in relation to any Deliverable consists of using commercially reasonable efforts to resolve issues covered by the scope of Standard Support or Premium Support (as applicable) in accordance with relevant Documentation.

4.6. Independent Parties. The relationship between Genetec and Buyer is that of independent contractors acting for their own account, and neither is authorized to make any commitment or representation, express or implied, on the other's behalf.

4.7. Quality Commitment. To the extent that Buyer is expected to provide any Integration Services to any Customer, Buyer agrees that all such Integration Services will be solely performed by Certified Professionals. In all instances where Buyer is permitted to promote and resell any Deliverables or to provide ancillary services (such as support), Buyer agrees to adhere to the highest professional standards, in accordance with the generally recognized industry best practices, including, without limitation, those intended to minimize the odds and the impact of physical and cyber security incidents and unauthorized handling of Customer data. Buyer (together with its employees, authorized agents, and subcontractors) shall comply with applicable laws and regulations, as well as all relevant procedures, standards and guidelines established by Genetec and Customers (as they may be updated from time to time) relating to safety, security, operations, and service-affecting issues.

4.8. Data Protection. All personal data that either party receives, collects, or otherwise processes as part of its obligations under the Agreement shall be treated by such party in accordance with its privacy policy and the applicable privacy and data protection laws. Each party shall only process personal data to the extent necessary to fulfill its respective obligations under the Agreement and the Product Terms. To enable Genetec to comply with the above, Buyer shall be responsible for obtaining, where applicable, all relevant consents and approvals from Customers and their Users, as well as for making all required disclosures under the applicable privacy and data protection laws, prior to transferring personal data to Genetec or enabling Genetec to collect, store, use, disclose, or otherwise process the same from the Customers or their Users. To better define the party's respective commitments for the processing of personal data in relation to the Agreement, at either party's request, the parties shall further enter into a data processing agreement in the form available at [www.genetec.com/legal/dpa](http://www.genetec.com/legal/dpa). The data processing agreement will supplement, and not replace, the terms of the Agreement.

## **5. Prices, Renewals and Payment Terms**

5.1. Pricing. Genetec may change its prices and pricing structure at any time. However, such changes will not affect the prices defined in any then-current Ordering Documents. All amounts payable by Buyer to Genetec for the Sale of each Deliverable under the Agreement shall be at the prices defined in the Ordering Document. Genetec will only notify Buyer of price changes applicable to recurring Sales, such as changes to the subscription fees of any subscription-based Deliverables that will apply upon their term renewal. If Genetec increases the price after an order is placed but before it is accepted by Genetec (as outlined in section 6 below), Buyer will be invoiced based on the original pricing. Upon notification of increased prices, Buyer shall have ten (10) calendar days to cancel then-open orders unless they've already been shipped by Genetec. If Genetec decreases the price of a Deliverable, the decrease will apply to any orders that have not been accepted by Genetec, acting in good faith, prior to such change. For avoidance of doubt, once Genetec confirms its acceptance of an order, the prices may no longer be modified.

5.2. Subscription Renewal. Where a Deliverable consists of a subscription to a subscription-based product or service, unless stated otherwise in the relevant Ordering Document or prohibited by law, upon the expiration of any then-current subscription term to such Deliverable, the Customer's subscription to such Deliverable will

automatically renew for additional successive one (1) year terms each until either party hereto advises the other in writing of its desire not to further renew such subscription at least thirty (30) days prior to the expiration date of the then-current subscription term, or until such subscription terminates in accordance with the applicable Product Terms. Changes in subscription fees applicable to any such renewals, if any, will be handled in accordance with section 5.1 above.

5.3. Taxes. Unless otherwise expressly stated in the relevant Ordering Document, all prices are exclusive of sales, value added, and other similar taxes (other than income taxes), which shall be invoiced by Genetec and paid by Buyer in addition to the Genetec prices. All sums payable by Buyer under the Agreement shall (except to the extent required by law) be paid free, clear, and without deduction or withholding on account of any taxes (other than income taxes). If Buyer is required by law to make any deduction or withholding on account of any such taxes from any sum paid or payable by Buyer to Genetec, (i) Buyer shall pay any such taxes before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on Buyer) for its own account or (if that liability is imposed on Genetec) on behalf of and in the name of Genetec; (ii) the sum payable by Buyer in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, Genetec receives on the due date a net sum equal to what it would have received had no such deduction, withholding or payment been required or made. Buyer agrees to indemnify and hold harmless Genetec, and promptly reimburse Genetec, upon its written request, the amount of any taxes so levied or imposed on payments made hereunder and paid by Genetec.

5.4. Payment Terms. If Buyer does not have a credit account in good standing with Genetec, all Sales are subject to full prepayment by Buyer of payable amounts for Deliverables outlined in the applicable Ordering Document. If Buyer has a credit account in good standing with Genetec, Buyer shall pay all amounts due within thirty (30) calendar days of the date of receipt of the applicable Genetec invoice. All payments must be made without set off, counterclaim, reduction or diminution of any kind or nature (except for those amounts disputed by Buyer in good faith, which amounts will become payable solely after the resolution of such dispute by the parties), by way of electronic funds to the account number designated in writing by Genetec. Buyer's obligation to pay Genetec invoices is independent from Buyer's collection of payments from Customers in relation to such sale, as the case may be.

5.5. Late Payments. Subject to the foregoing, except for any invoiced amounts disputed in good faith by Buyer, and without prejudice to any other remedies available to Genetec, Genetec reserves the right to charge Buyer an annual interest rate of nine percent (9%) above the policy interest rate of the Bank of Canada, or the maximum amount permitted by law, whichever is lower, compounded monthly, until the full payment is received. In addition, in the event legal action is taken by Genetec for payment, Buyer agrees that Genetec may recover costs of collection and reasonable attorney's fees.

## **6. Orders and Shipments**



6.1. Orders. Buyer shall place all orders through the processes and systems designated by Genetec from time to time. For each order, Buyer provide Genetec with complete and accurate information to allow Genetec to fulfil such order, including, where applicable, the Customer's legal name, contact information and location, together with the description and quantities of each Deliverable (with Genetec part numbers), requested delivery date and shipping location, as well as any other ordering procedures established by Genetec or agreed to in writing with Buyer. To be valid and enforceable, orders for Deliverables must be first accepted by Genetec either through digital systems provided by Genetec or otherwise in writing.

6.2. Order Changes. Buyer may cancel or reschedule any order of Deliverables identified in an Ordering Document within forty-eight (48) hours from Genetec's acceptance of such order. All requests for cancellation or rescheduling received by Genetec after that grace period will be assessed by Genetec on a case-by-case basis and may be subject to an administrative charge payable by Buyer in addition to any other costs that may have been already incurred by Genetec in relation to such order prior to its change or cancellation. If Genetec agrees to approve Buyer's request to cancel or change an order, Genetec will notify Buyer in writing of the amounts payable by Buyer as the result of such change or cancellation, and Buyer shall then direct Genetec without undue delay to either proceed with the requested change or cancellation, or to ignore such request and deliver the Deliverables set out in the applicable Ordering Document in accordance with its original terms.

6.3. Delivery Terms. Unless expressly stated otherwise in the Ordering Document, all Deliverables are delivered by Genetec from its distribution locations Ex Works (as defined in Incoterms 2020) ("**Delivery**"). Title to Deliverables shall pass to Buyer upon Delivery. Buyer recognizes that it is the importer of record for all Deliverables on cross-border shipments and assumes all responsibilities with respect to shipping charges, import duties, Federal, Provincial/State, and local sales, use, excise and similar taxes and charges. Buyer shall pay such charges and taxes when invoiced by Genetec or shall supply satisfactory tax exemption or resale certificates to Genetec prior to shipping.

## 7. Term and Termination

7.1. Term. The Agreement will become effective as of the date of acceptance of the Ordering Document by both parties and will apply and govern the Sale of the Deliverables outlined in such Ordering Document.

7.2. Termination for Breach. Either party may terminate the Agreement by written notice if the other party breaches any provision of these Terms of Sale, the Ordering Document, or the applicable Product Terms (as applicable) and does not remedy such breach within fifteen (15) calendar days after written notice thereof is given by the non-breaching party (unless such breach may not be cured due to its nature, in which case no advance notice shall be required). Any such termination shall be without prejudice to any rights and remedies available to each party in contract or at law.

7.3. Effect of Termination. Upon termination of the Agreement for any reason: (i) all authorizations and licenses granted by one party to the other under the Agreement shall immediately terminate; (ii) Buyer shall no longer be

permitted to purchase or resell any Deliverable to any Customers or User, and Buyer shall, therefore, immediately cease all marketing activities related to the same, if any; (iii) each party shall immediately cease using, and promptly return or destroy, at the other party's discretion, all of such other party's property in its possession or under its control. Regardless of the termination of the Agreement, Buyer shall be liable for payment for (a) all Deliverables pursuant to Sales accepted by Genetec prior to termination, (b) all Deliverables delivered prior to or in transit as of the date of such termination, and (c) all fees associated with the provision of Professional Services accrued prior to or as the result of the termination of the Agreement.

7.4. Survival. Regardless of any such termination, the sections which by their nature should survive the termination of the Agreement will survive its termination, including without limitation sections 1, 3.2, 3.3, 4.1, 4.2, 5.3, 5.4, 5.5, 7.3, 7.4, 8, 9, and 10.

## **8. Confidentiality**

8.1. Use of Confidential Information. Each party may disclose certain Confidential Information to the other party in relation to the Agreement. All such Confidential Information shall remain the property of the Disclosing Party. The Disclosing Party grants to the Recipient a personal, non-transferable and nonexclusive right to use such Confidential Information on the conditions that the Confidential Information (i) will be used by the Recipient only to the extent required to fulfil its obligations under the Agreement, including without limitation to order the Deliverables and to install, operate and maintain the particular the Deliverables for which such Confidential Information was initially provided; (ii) will not be reproduced, in whole or in part, except as necessary for use as authorized in this paragraph; (iii) will be protected from unauthorized use and disclosure through appropriate technical, operational, and other safeguards that the Recipient uses to protect its own confidential information of similar nature, and in any case using, at the minimum, a reasonable degree of care; (iv) will solely be disclosed by Recipient to its authorized personnel to the extent that they have a need to know specific Confidential Information to perform their respective duties under the Agreement or to the Recipient in general, and (v) will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. The foregoing does not, however, prevent the Recipient from preserving such records that it is required to preserve in compliance with the applicable laws and regulations, in which case Recipient will remain bound by these confidentiality obligations so long as it retains such records.

8.2. Coverage. The parties agree to hold each other's Confidential Information in confidence during the term of the Agreement and for three (3) years after its termination, save for any information that constitutes a trade secret, which, to the extent permitted under the applicable law, will remain confidential until it ceases to qualify as a trade secret under the applicable law.

## **9. Limited Warranties, Limitation of Liabilities, and Indemnity**

9.1. Buyer's Promises. Buyer represents and warrants that Buyer will not sell, use, or cause to be sold or used (whether as part of its provision of any Integration Services or otherwise) any Deliverable for any illegal activities, or in a manner that would violate the applicable laws or the rights of any third party (such as, without limitation, any rights to privacy or intellectual property).

9.2. Fair Business Practices. Each party hereby represents and warrants that that neither it nor any of its or its affiliates' employees, directors, officers, contractors, or agents will directly or indirectly make, offer, cause to be made, accept, request, suggest, direct, or otherwise induce any bribe, payment, loan, commission, hospitality, gift of money, kickback, inducement, or anything else of value, or other advantage to any official, employee, agent, or other representative of any government, including legislative, administrative or judicial positions, or any public international organization, or any other person, company or legal entity to gain any advantage for Genetec or for Buyer (including without limitation in relation to the sale of any Deliverable in relation to the Agreement), in a violation of any applicable laws relating to bribery, including without limitation the U.S. Foreign Corrupt Practices Act, the Corruption of Foreign Officials Act of Canada, and the Bribery Act 2010 of the U.K.. Each party further undertakes not to make any agreements or agree on concerted practices with third parties which aim to or cause a prevention, restriction, or distortion of competition under the applicable laws.

9.3. Exports Controls. Buyer represents and warrants that Buyer will comply with all applicable export and reexport control laws and regulations and will not act in any way that would otherwise be in violation of any applicable economic or trade sanction. Buyer represents and warrants that it will not directly or indirectly sell, export, reexport, transfer, divert, or otherwise dispose of any Deliverable (in whole or in part) obtained pursuant to the Agreement to any destination, entity, or person prohibited by the laws or regulations of Canada, the United States, or any other applicable jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Buyer agrees to indemnify and hold Genetec harmless from and against any fines, penalties, and other liabilities suffered by Genetec as a result of Buyer's breach of these requirements. Upon request, Genetec shall provide to Buyer such information on the Deliverables as may be reasonably required for Buyer to comply with the obligations above.

9.4. Issues Outside of Genetec's Control. Where Buyer supplies designs, drawings, and specifications to Genetec to enable it to manufacture non-standard or custom-made Deliverables, Buyer warrants that such manufacture will not infringe intellectual property rights of any third party. Buyer further agrees that Genetec shall have no liability in relation to any claims to the extent arising from or related to: (i) specifications or materials supplied directly or indirectly by Buyer or a third party (other than as a licensor or a supplier of Genetec); (ii) any accident, abuse, or misapplication of any Deliverable, or its use in any way incompatible with the terms of the Agreement, the Product Terms, or the relevant Documentation; (iii) use of a Deliverable in association with products or equipment not specified by Genetec as being compatible with such Deliverable; and/or (iv) Buyer's compliance with the requirements under the applicable law. Genetec is not responsible for any use which Buyer or Customers (including their Users) make of any Deliverable, nor any charges that Buyer or such Customers may incur with a third party. Buyer will defend, indemnify, and hold harmless Genetec (including its and its affiliates' officers, directors, employees, agents, representatives, licensors, and contractors)

against all costs (including reasonable legal fees), claims, damages, expenses, losses, and liabilities resulting from a breach of applicable laws by Buyer. Buyer acknowledges and agrees that access and use of any Third-Party Hardware or Third-Party Software is subject to the relevant product terms defined by the respective third-party licensors or manufacturers of such items, which are outside of authority or control of Genetec, and Genetec is not responsible or liable for neither Buyer's, nor Customers' compliance with such third-party product terms.

9.5. Warranty on Genetec Software. Warranties granted by Genetec with regards to its Genetec Software are defined in the relevant Product Terms (more specifically, in the Genetec Software License Agreement, available at [www.genetec.com/legal/license](http://www.genetec.com/legal/license), or its future replacement) and are provided by Genetec to the Customer directly under such Product Terms. To the extent required under the applicable law, Buyer is hereby granted the same warranty on Genetec Software as is granted by Genetec to Customers under such Product Terms, and Buyer is hereby further permitted to pass through such warranty terms to its Customers as Buyer may deem necessary.

9.6. Warranty on Cloud Services. Warranties granted by Genetec with regards to its Cloud Services are defined in the relevant Product Terms (more specifically, in the Genetec Cloud Services – Terms of Service, available at [www.genetec.com/legal/cloudtos](http://www.genetec.com/legal/cloudtos), and its addenda, or their respective future replacements) and are provided by Genetec to the Customer directly under such Product Terms. To the extent required under the applicable law, Buyer is hereby granted the same warranty on Cloud Services as is granted by Genetec to Customers under such Product Terms, and Buyer is hereby further permitted to pass through such warranty terms to its Customers as Buyer may deem necessary. If Genetec agrees to issue to any Customer a service level credit with respect to any Cloud Service, in accordance with the applicable Product Terms, Genetec will issue such credit to Buyer, upon request from Customer to Buyer, and Buyer shall be responsible for remitting such service level availability credit for the affected Cloud Service to the appropriate Customer, as applicable.

9.7. Warranty on Professional Services. Warranties granted by Genetec with regards to its Professional Services are defined in the Professional Services Terms, which apply in a manner outlined in section 3.1 above.

9.8. Warranty on Genetec Hardware. Genetec Hardware is warranted under normal use to be free from all defects in design, materials, and workmanship for a period of one (1) year from their date of delivery (unless stated otherwise in the Ordering Document or the relevant Documentation). Warranty does not cover parts or equipment that have been subject to misuse, negligence, or accident. This warranty shall be null and void in the event of misuse, accident, alteration, or unauthorized repair made to the Genetec Hardware, except to the extent expressly permitted by applicable law. Where, as part of a Genetec Hardware warranty, Genetec requires Buyer to return the affected Genetec Hardware to Genetec for repair, service or replacement, such return must be handled through the Genetec RMA process.

9.9. Warranty on Third-Party Hardware and Third-Party Software. Warranty on Third-Party Hardware and Third-Party Software is generally provided to Buyer or the Customer directly by such items' respective third-party

suppliers, manufacturers, or licensors, through the applicable third-party product terms. To the extent that, under such third-party product terms, the warranty on any Third-Party Hardware or Third-Party Software is to be provided by Genetec, Genetec will pass through warranty benefits to Buyer to the extent permitted under the any agreement between Genetec and such third party. Genetec warranty commitments to Buyer and each Customer with respect to any such Third-Party Hardware or Third-Party Software shall be limited to the warranty granted to Genetec by the respective supplier, manufacturer or licensor of such Third-Party Hardware or Third-Party Software (as applicable).

9.10. Limitation of Warranties. If a Deliverable does not meet the warranty terms outlined under sections 9.5 to 9.9 (as applicable), Genetec shall, at its sole option, either (i) repair or replace the parts of the affected Genetec Software or Genetec Hardware, (ii) issue a service level credit with respect to unavailability of the applicable Cloud Services, (iii) reperform the Support or Professional Service (as applicable) that does not comply with this warranty above, or (iv) refund of the price paid by Buyer for the Sale of the license of the affected Genetec Software or Third-Party Software, the Genetec Hardware, the Third-Party Hardware, or for the provision of the Professional Service (as applicable) that does not comply with such warranty. Where applicable, Buyer is responsible for assisting its Customers with warranty claims under this section. Genetec's entire liability under the warranties outlined under sections 9.5 to 9.9 shall be limited to the price paid by Buyer for the Sale of the license of the affected Genetec Software or Third-Party Software, of the affected Genetec Hardware or Third-Party Hardware, for the subscription to the affected Cloud Service during the then-current subscription term, or for the provision of the affected Professional Service (as applicable) that does not comply with such warranty terms. This section outlines Buyer's exclusive remedy under the warranties under sections 9.5 to 9.9 above, to the extent permitted under the applicable law. For the avoidance of doubt, nothing in this section shall exclude or limit a party's liability for death or personal injury caused by the negligence of that party

9.11. No Other Warranties. All other warranties, representations, terms, and conditions not stated above (statutory, express, implied, or otherwise), including those pertaining to quality, condition, description, merchantability, noninfringement, or fitness for purpose (except for the implied warranty of title), are hereby expressly disclaimed to the extent permitted under the applicable law.

9.12. Exclusion of Certain Damages. In no event shall Genetec be liable to Buyer, under any theory of contract, tort, strict liability or other legal or equitable theory, for any indirect, consequential, incidental, or punitive damages of any kind, even if Genetec has been advised of the possibility thereof. In no event shall Genetec be liable to Buyer for any lost profits, lost business revenue, lost goodwill, business interruption, other economic loss, or any loss of recorded data, even if Genetec has been advised of the possibility thereof.

9.13. Indemnity Against Infringement. Genetec agrees to defend Buyer against or settle any demands, claims and suits brought against Buyer by an independent third party alleging that a Genetec Software, a Cloud Service, or a Genetec Hardware Sold under an Ordering Document and used in accordance with the applicable Product Terms and the accompanying Documentation infringes or misappropriates intellectual property rights of such third party (each a "**Claim**"), and Genetec agrees to indemnify and hold Buyer harmless from any

damages, fees and costs finally awarded against Buyer, or the amounts payable by Buyer under a settlement approved by Genetec in writing, as a result of such Claim and to the extent caused by Genetec, provided that Buyer promptly gives Genetec a written notice of such Claim, gives Genetec sole control of the defense or settlement of the Claim and provides Genetec with all reasonable assistance at Genetec's expense. Genetec shall obtain Buyer's prior written approval of any settlement under which Buyer would be required to pay any fees or to admit to any wrongdoing or liability. Regardless of the above, upon becoming aware of a Claim, Genetec may, at its own expense and option, either: (i) procure the right for Buyer and Customers to continue to use the allegedly infringing item as permitted under the Agreement or the Product Terms, (ii) modify the item to make it non-infringing without substantially compromising its principal functions, (iii) replace it with a non-infringing functional equivalent, in which case Buyer shall (and shall cause its Customers and Users to) promptly stop using the allegedly infringing item immediately, or (iv) terminate the Agreement and/or the Product Terms upon written notice to Buyer.

## 10. Miscellaneous

10.1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Agreement (or to such other address that may be designated by each party from time to time in accordance with this section). Notices shall be delivered by personal delivery, recognized overnight courier (with all fees prepaid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A copy of notices to Genetec must be sent to [legal@genetec.com](mailto:legal@genetec.com) with proof of delivery.

10.2. Force Majeure. Neither party shall be responsible for failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), pandemics or other general public healthcare emergencies, fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, terrorist acts, acts of god, plant breakdown, computer or other equipment failure and inability to obtain equipment. If an event of force majeure exceeds one (1) month either party may terminate the Agreement without liability (except for obligations to pay amounts due and in respect of any portion of the Agreement already performed). Performance shall be resumed as soon as reasonably practicable after the cessation of such cause.

10.3. Assignment. Buyer may not assign, transfer, sell, or subcontract its rights under the Agreement (or delegate its obligations hereunder) without the prior written consent of Genetec. In all cases, Buyer will remain liable for all actions and omissions of its subcontractors. Genetec may not assign the Agreement without giving Buyer thirty (30) calendar days advance written notice. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties and their permitted assigns.

10.4. Non-Solicitation. During the term hereof and for a period of twelve (12) months thereafter, each party

agrees that it shall not, directly or indirectly, solicit for employment, whether as an employee or independent contractor, any present or past employee, present or past officer or present or past independent contractor of the other party. The above does not restrict a party from hiring individuals who respond to such party's non targeted public employment opportunity advertisement.

10.5. Waivers. The waiver by either party of any breach of the Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Either party's exercise or failure to exercise any rights under the Agreement in a particular instance shall not operate as a waiver of said party's right to exercise the same or different rights in subsequent instances.

10.6. Severability. In case any one or more of the provisions contained herein or elsewhere in the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, but the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated herein to be unreasonable.

10.7. Electronic Signatures. A party's digital signature on any document will have the same force and effect as a physical signature. The Ordering Document may be executed in one or more counterparts, in either paper or electronic version, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.8. Dispute Resolution. The parties agree that the governing law defined in the table below, except for any conflict of laws principles, shall apply to the interpretation and enforcement of the Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. Each party hereby irrevocably and unconditionally waives the right to a trial by jury in any claim. All disputes arising out of or in connection with the Agreement (including any question regarding its existence, validity, breach, interpretation, performance, or termination) shall be exclusively and finally settled in accordance with the dispute resolution mechanism defined in the table below. Notwithstanding the above, each party may seek injunctive or other equitable relief in any other jurisdiction, under the applicable laws therein, to protect its interests in case of any breach or infringement of its rights related to intellectual property or confidentiality in such jurisdiction.

<b>Reference Location</b>	<b>Exclusive Dispute Resolution Mechanism</b>	<b>Applicable Governing Law</b>
Canada	courts based in Ottawa, ON, Canada	the laws in effect in the Province of Ontario, Canada
Americas, excluding Canada	courts based in Boston, MA, USA	the laws in effect in the Commonwealth of Massachusetts, USA
Elsewhere in	courts based in	the laws in effect in England

<b>Reference Location</b>	<b>Exclusive Dispute Resolution Mechanism</b>	<b>Applicable Governing Law</b>
the world	London, UK	and Wales, UK

10.9. No Other Agreement; Amendments. The terms herein will apply in addition to, and not in replacement of, any additional terms and conditions outlined in the Ordering Document. In the event of any inconsistency or conflict between the terms of these Terms of Sale and those of the Ordering Document, the terms contained in these Terms of Sale will prevail, except to the extent expressly stated otherwise in the Ordering Document. The Ordering Document together with these Terms of Sale (and any amendments, schedules and other documents incorporated herein by reference) constitute the entire agreement between Genetec and Buyer pertaining to the Buyer's procurement of the Deliverables outlined in such Ordering Document and replace all prior agreements between the parties pertaining to the subject matter thereof. Acceptance of any purchase order by Genetec or receipt of any payment for the same does not constitute a separate agreement, even if the acceptance or payment is made with knowledge of conflicting or supplementary terms and conditions of the Buyer. This Agreement may only be amended in writing, and such amendment shall only be binding and enforceable if signed by both parties. The paragraph headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of the Agreement.