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- e. Effect of Termination for Breach by Licensee. If Genetec terminates this Agreement in accordance with section 4.c above, then (i) the part number(s) issued by Genetec with regards to any Authorized Licensee Product under this Agreement will be immediately decommissioned by Genetec so that such Integrated Licensee Product will no longer be interoperable or interconnectable with the relevant Genetec Products; (ii) all licenses granted under this Agreement will immediately terminate, regardless of any references to such licenses being issued on a perpetual basis; (iii) Licensee must immediately cease using the SDK and all Genetec Products made available in relation to the SDK, and return or destroy them without undue delay, and in any case within thirty (30) days from such termination; (iv) without undue delay, and in any case within thirty (30) days from such termination, cause all customers of the Integrated Licensee Product used within the Licensee Organization to stop using, uninstall and delete copies of such Integrated Licensee Product; and (v) Licensee must submit to Genetec a written certification confirming the above, to be signed by a duly-authorized representative of Licensee without undue delay, and in any case within thirty (30) days from such termination. Additionally, if such termination results from Licensee's breach of section 3.d above, then Genetec may require Licensee to further use all reasonable efforts to direct all third party customers having been provided a copy of the Integrated Licensee Product for Commercial Use to stop using, uninstall and delete all copies of such Integrated Licensee Product.
- f. Effect of Other Termination. In the event of termination of this Agreement, except upon termination in accordance

with section 4.c on grounds outlined in section 4.e above, Licensee will be allowed to continue using the SDK in accordance with the terms of this Agreement for the purpose of and to the extent necessary for: (i) making available, supporting, maintaining and otherwise using or allowing use of the latest release of the Authorized Licensee Product made available prior to the termination of this Agreement (the “**Last Authorized Licensee Product Version**”); and (i) developing, making, making available, supporting, maintaining and otherwise using or allowing use of Minor Releases to the Last Authorized Licensee Product Version; in both cases until Licensee discontinues such Last Authorized Licensee Product Version (including any associated Minor Releases), at its sole discretion. For clarity, regardless of the termination of this Agreement, Licensee will remain bound by the terms of this Agreement with regards to Licensee’s continued access and use of the SDK for the purpose of the above.

- g. General Effect of Termination. Subject to sections 4.e and 4.f above, in the event of termination of this Agreement, (i) all licenses granted to Licensee under this Agreement will immediately terminate; (ii) the Licensee will no longer have the right to use the SDK to develop, make or otherwise make available Major Releases to the Last Authorized Licensee Product Version; (iii) each party shall immediately cease using, and promptly return or destroy, at the other party’s discretion, all of the other party’s property in its possession or under its control.
- h. Survival. Notwithstanding any such termination, the sections which by their nature shall survive the termination of this Agreement will survive its termination, including without limitation sections 1, 3.d, 3.a.ii, 3.a.iii, 4.e, 4.f, 4.g, 4.h, 5, 6 and 7.

5. Confidentiality

- a. Confidential Information. All Confidential Information that the Disclosing Party may furnish to the Recipient under this Agreement, shall remain the property of the Disclosing Party. The Recipient is permitted to use the Disclosing Party’s Confidential Information exclusively for the purpose of this Agreement, under the following conditions: all Confidential Information (i) shall be used by the Recipient only to the extent necessary for it to fulfil its obligations under this Agreement; (ii) shall 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; and (iii) shall, together with any copies thereof, be returned or destroyed when no longer needed. Unless the Disclosing Party consents in writing, its Confidential Information must at all times be kept by the Recipient in confidence. The Recipient may disclose the Disclosing Party’s Confidential Information to any third party with the Disclosing Party’s written authorization, but only to the extent required for the purpose of this Agreement, and further provided the third party agrees in writing to conditions respecting use of the Disclosing Party’s Confidential Information that are no less restrictive than those set out in this Agreement.
- b. Coverage. The parties agree to hold each other’s Confidential Information in confidence during the Term of this Agreement and for five (5) years after its termination,

save for any information that constitutes a trade secret, which will remain confidential until it ceases to qualify as a trade secret under the applicable law.

- c. Return. Upon request from the Disclosing Party, and in all cases upon the termination of this Agreement, the Recipient will immediately cease using the Disclosing Party’s Confidential Information, and at the Disclosing Party’s option promptly return or destroy all copies of such Confidential Information. The above does not, however, prevent a party from preserving such records as may be required to ensure its compliance with the applicable law, provided that such Party will remain bound by these confidentiality obligations for as long as it retains copies of the other party’s Confidential Information.

6. Warranties, Limitation of Liability and Indemnification

- a. Licensee Promises. By accessing or using the SDK or any Genetec Product made available in relation to the SDK, Licensee represents and warrants to Genetec that: (i) Licensee possesses and will maintain throughout the Term of this Agreement (and to the extent relevant for the purpose of the licenses granted under sections 3.a.ii and 3.a.iii above, at all times after the Term) all necessary permissions and authorizations to access and use the SDK in a manner described in this Agreement; (ii) Licensee’s access and use of our SDK (including, where applicable, download, installation and use of any Genetec Products) must be made in compliance with all applicable laws, including, without limitation, those pertaining to privacy, data security, intellectual property rights, and exports and imports controls; (iii) Licensee will not use the SDK for any purposes other than as permitted under this Agreement and solely to the extent covered by the Definitive Integration Scope; and (iv) Licensee will fully cooperate with Genetec to investigate any suspected or actual use of the SDK, in whole or in part, in violation of this Agreement or the applicable law.
- b. Compliance with Laws. Licensee may access and use the SDK only in the country in which we make it available to Licensee. Licensee is prohibited from downloading, accessing and/or using any SDK, in whole or in part, in any territory that is under an embargo by Canada or the United States. Licensee is responsible for determining if and how Licensee needs to comply with the applicable law, and if Licensee needs to obtain any authorizations, consents or other approvals before Licensee accesses or uses our SDK or any Genetec Product, in whole or in part.
- c. Disclaimer of Warranties. Licensee acknowledges that the SDK is provided ‘as is’ and ‘as available’. To the maximum extent permitted by law, Genetec makes no representations and gives no warranties with regards to the SDK (including without limitation any Genetec Products, APIs, Code Samples, Documentation, FOSS components and any other SDK content). Genetec further expressly disclaims all warranties of security, quality, availability, merchantability, non-infringement, absence of defects, uninterrupted operation or use, or fitness for a particular purpose. Genetec does not endorse or approve any content shared by any third party through the DAP Resource Center, all of which is solely made available by Genetec through the DAP Resource Center for Licensee’s convenience and general informational and idea-sharing purposes, and Genetec expressly disclaims any and all

representations and warranties with respect to such content.

- d. Indemnification by Genetec. Genetec agrees to defend Licensee against or settle any demands, claims, causes of action, suits and proceedings (each a “Claim”) against Licensee brought by an independent third party alleging that the SDK (including the Embedded Components, but excluding any Standalone FOSS Components), infringes or misappropriates the Intellectual Property rights of such third party, and Genetec agrees to indemnify and hold harmless Licensee from any damages, fees and costs awarded against Licensee, or the amounts payable by Licensee under a settlement approved by Genetec in writing, as a result of such Claim against Licensee, provided that Licensee promptly gives Genetec a written notice of such Claim, gives Genetec sole control of the defense or settlement of the Claim (provided that Licensee shall first approve in writing to any settlement under which Licensee is required to admit to any wrongdoing or to pay any monies, which approval shall not be unreasonably withheld, delayed or conditioned), and provides Genetec with all reasonable assistance at Genetec’s expense. In the event of any such infringement or misappropriation Claim brought or threatened against Licensee, Genetec may, at its option: (i) obtain for Licensee the right to continue to use the SDK; (ii) replace or modify the SDK so it becomes non-infringing; or (iii) if Genetec determines at its discretion that the solutions described under items (i) and (ii) are not reasonably practicable, then Genetec may terminate this Agreement pursuant to section 4.b.
- e. Indemnification by Licensee. Licensee agrees to defend Genetec against or settle any Claims against Genetec brought by an independent third party alleging that the Base Licensee Product, Integrated Licensee Product or the Authorized Licensee Product infringe or misappropriate any Intellectual Property rights of such third party, to the extent that such infringement does not arise from any part of the SDK or the Embedded Components used in such licensee product, and Licensee agrees to indemnify and hold harmless Genetec from any damages, fees and costs awarded against Genetec, or the amounts payable by Genetec under a settlement approved by Licensee in writing, as a result of such Claim against Genetec, provided that Genetec promptly gives Licensee a written notice of such Claim, gives Licensee sole control of the defense or settlement of the Claim (provided that Genetec shall first approve in writing any such settlement, which approval shall not be unreasonably withheld, delayed or conditioned), and provides Licensee with all reasonable assistance at Licensee’s expense.
- f. Exclusion of Indirect Damages. Except for the parties’ respective confidentiality and indemnity obligations under this Agreements, and the warranties made hereunder, to the maximum extent permitted under the applicable law, neither party shall be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, regardless of the theory of action. In no event shall Genetec be liable to Licensee for any lost profits, lost business revenue, lost goodwill, business interruption, other economic loss or any loss or corruption of data, or for any costs or expenses associated with backing up or restoring any of such data, even if Genetec

has been advised or should have been aware of their possibility.

7. General

- a. Contact Information. Licensee shall send any questions related to licensing, certificates, part numbers, as well as any technical or other product-related inquiries, to dap@genetec.com. For all legal notification purposes in relation to this Agreement, Licensee shall write us at: Genetec, 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, c/o Legal Department, or at legal@genetec.com. If we need to contact Licensee for matters related to this Agreement, we will use the contact information that Licensee will have provided to us as part of the Application Form. Licensee shall promptly advise us of any changes to Licensee’s contact information. All notices will be deemed delivered on the date shown on the postal receipt, or on the courier, facsimile or electronic mail confirmation of delivery.
- b. Independent Contractors. The relationship between Genetec and Licensee is that of independent contractors acting for their own account. Nothing in this Agreement is intended to create any enterprise, partnership, joint venture or other similar relationship between Genetec and Licensee. Subject to Genetec’s confidentiality obligations under this Agreement, nothing in this Agreement limits Genetec’s ability to independently develop products, services, functions and improvements that may be substantially similar or competitive in nature, use, function or operation to the products, services, functions and improvements of Licensee, including without limitation the Base Licensee Product.
- c. Modifications to this Agreement. We reserve the right to make changes to this Agreement by sending Licensee an email to that regard at the email address provided by Licensee in the Application Form (or such other email address as Licensee directs us to use from time to time in accordance with section 7.a above). The revised Agreement will become effective and apply to Licensee within sixty (60) days from Genetec’s communication of the email to Licensee advising Licensee of such changes. If Licensee disagrees with the terms of the revised Agreement, Licensee may terminate this Agreement in accordance with section 4.b above.
- d. Waiver: Any failure by either party to fully enforce any of its rights under this Agreement shall not affect the right to require such performance from the other party at any time thereafter; nor shall any failure or delay in enforcing any right or privilege by a party under this Agreement be interpreted as a waiver of such right or privilege by such party.
- e. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law, that provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law. In any case, that provision will remain in full force and effect in all other jurisdictions, as applicable. Moreover, the remaining provisions of this Agreement will remain in full force and effect.

- f. Transfer of this Agreement. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any person or entity, in whole or in part, without the other party's prior written consent. Any attempted assignment or transfer by Licensee in violation of this requirement will automatically terminate this Agreement in accordance with section 4.c above.
- g. Applicable Law and Forum. For the purpose of this section, if the address of Licensee's principal place of business is located (i) in Canada, then the term "Governing Laws" used below in this section shall mean "the laws of the Province of Quebec, Canada", and the term "Forum" shall mean "Montreal, QC, Canada"; (ii) in the United States of America, countries of Latin America or the Caribbean, then the term "Governing Laws" shall mean "the laws of the State of New York, USA", and the term "Forum" shall mean "New York City, NY, USA"; or (iii) anywhere else in the world, then the term "Governing Laws" shall mean "the laws of England and Wales, UK", and the term "Forum" shall mean "London, UK". The parties hereby agree that the Governing Laws (defined above), with the exception of any conflict of laws principles, will apply to interpret this Agreement, as well as to resolve any disputes related to them or the SDK provided hereunder. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Each party hereby irrevocably and unconditionally waives the right to a trial by jury. All disputes must be brought exclusively before the courts based in the Forum (defined above). However, this does not restrict either party from seeking injunctive or other equitable relief in any other jurisdiction in case of any violation, breach or infringement of its rights related to intellectual property or confidentiality in that jurisdiction.
- h. U.S. Government Users. If Licensee is an entity of the U.S. Government, or if this Agreement otherwise become subject to the Federal Acquisition Regulations (FAR), the Defense Federal Acquisition Regulations (DFARS) or similar regulatory regimes, Licensee acknowledges that our SDK and any software and documentation provided in association with it (including without limitation any APIs, Genetec Products, Code Samples and Documentation) are "commercial items" in accordance with the applicable regulations.
- i. Entire Agreement: This Agreement constitute the entire agreement between Licensee and Genetec with regards to the subject matter hereof and supersede any other prior and contemporaneous oral and written communications and agreements. This Agreement shall inure to the benefit of the successors and assigns of the parties and will be binding upon the successors and assigns.
- j. Drafting Language. [Applicable Only in the Province of Quebec, Canada] The parties have expressly requested that this Agreement and all associated documents be drafted in English only. *Les parties ont expressément demandé que cette entente et tout document y afférent soient rédigés en langue anglaise seulement.*