### GENERAL SERVICES ADMINISTRATION
### FEDERAL SUPPLY SERVICE
### AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the GSA Schedules link www.gsa.gov.

### MULTIPLE AWARD SCHEDULE (MAS)

**CONTRACT NUMBER:** 47QTC21D00BA  
**CONTRACT PERIOD:** June 16, 2021 – June 15, 2026  
**Modification:** PS-0013, effective 8/24/2022

#### LARGE CATEGORY – SECURITY AND PROTECTION

**Subcategory:** Protective Equipment  
SIN 334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video

**Subcategory:** Security Systems  
SIN 334290 Security and Detection Systems  
SIN 334290L Physical Access Control Systems (PACS) - Legacy  
SIN 541330L: Security System Integration, Design, Management, and Life Cycle Support

#### LARGE CATEGORY – INFORMATION TECHNOLOGY

**Subcategory:** IT Hardware  
SIN 33411 Purchasing of new electronic equipment  
SIN 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

**Subcategory:** IT Software  
SIN 511210 Software Licenses  
SIN 54151: Software Maintenance Services

**Subcategory:** IT Services  
SIN 54151S: Information Technology Professional Services

#### LARGE CATEGORY – MISCELLANEOUS

**Subcategory:** Complimentary Special Item Numbers (SINs)

SIN ANCILLARY Ancillary Supplies and Services  
SIN OLM Order-Level Materials

**CONTRACTOR:** BTI Communications Group, LTD.  
1441 Branding Ave Ste 200 | Downers Grove, IL |60515  
Camie Moore | E-mail: cmoore@btigroup.com | www.btigroup.com  
Phone Number: 562-298-5028 | Fax Number: 562-298-5023

**BUSINESS SIZE:** Small Business
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CUSTOMER INFORMATION (Ordering Guidance)

1a. Special Item Numbers:

SIN 334220  Surveillance Systems, Wearable Body Cameras, and Vehicular Video
SIN 334290  Security and Detection Systems
SIN 334290L Physical Access Control Systems (PACS) – Legacy
SIN 541330L Security System Integration, Design, Management, and Life Cycle Support
SIN 33411  Purchasing of new electronic equipment
SIN 811212  Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
SIN 511210  Software Licenses
SIN 54151  Software Maintenance Services
SIN 54151S Information Technology Professional Services
SIN ANCILLARY Ancillary Supplies and Services
SIN OLM  Order-Level Materials

1b. Lowest Priced Item/SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
<th>Price</th>
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</thead>
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<td>334220</td>
<td>MCPR-DXPESCL</td>
<td>$.02/ea</td>
</tr>
<tr>
<td>334290</td>
<td>STANDOFFESCORT</td>
<td>$.52/ea</td>
</tr>
<tr>
<td>334290L</td>
<td>CC800-800</td>
<td>$.13/ea</td>
</tr>
<tr>
<td>541330L</td>
<td>Field Technician</td>
<td>$78.19/hr</td>
</tr>
<tr>
<td>33411</td>
<td>GP Power Supply</td>
<td>$1.47/ea</td>
</tr>
<tr>
<td>811212</td>
<td>02-SSC-4637</td>
<td>$20.15/ea</td>
</tr>
<tr>
<td>511210</td>
<td>LYNX-BLANKL</td>
<td>$16.12/ea</td>
</tr>
<tr>
<td>54151S</td>
<td>Field Technician</td>
<td>$78.19/hr</td>
</tr>
<tr>
<td>54151</td>
<td>GV SaaS 1YR</td>
<td>$.59/ea</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>02-SSC-0411</td>
<td>$100.76/ea</td>
</tr>
</tbody>
</table>

1c. Labor Category Descriptions

See page 11.

2. Maximum Order:

SIN 334220 - $250,000; SIN 334290 – $250,000; SIN 334290L - $250,000; SIN 541330L - $250,000; SIN 33411 - $500,000; SIN 811212 - $500,000; SIN 511210 - $500,000; SIN 54151S - $500,000; SIN 54151 - $500,000; SIN ANCILLARY - $250,000; SIN OLM - $250,000

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.
3. **Minimum Order:** $100.00

4. **Geographic Coverage:** Domestic, 48 states, Washington, DC

5. **Points of Production:** Downers Grove, IL

6. **Statement on Net Price:** Prices shown in pricelist are net (negotiated discount has been applied and the IFF has been added).

7. **Quantity Discounts:** 1% discount from the GSA rate for single task orders above $150,000

8. **Prompt Payment Terms:** Net 30 days

9a. **Government purchase cards at/below micro-purchase threshold:** Accepted at or below the micro-purchase threshold

9b. **Government purchase cards above micro-purchase threshold:** Not accepted above micro-purchase threshold.

10. **Foreign Items:** None

11a. **Time of Delivery:** SINs 54151S & 541330L: As negotiated at the task order level
SINs 33411, 811212, 511210, 54151, 334290, 334220, 334290L & ANCILLARY: 7 days ARO for all Manufacturers, except Arrow.
Delivery for Arrow items: 15 days ARO

11b. **Expeditied Delivery:** Consult with Contractor.

11c. **Overnight and Two-day Delivery:** Consult with Contractor for rates.

11d. **Urgent Requirements:** Consult with Contractor.

12. **F.O. B Points:** FOB Origin – ALL SINs except SIN 33411.
FOB Destination – SIN 33411.

13a. **Ordering Address:** Same as Contractor’s Address

13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in FAR 8.405-3

14. **Payment Address:** 1441 Branding Ave Ste 200 | Downers Grove, IL | 60515
15. **Warranty Provision:** Standard Commercial Warranty. Customer should contract contractor for copy of warranty or generally N/A for services.

15a. **Return/Restocking Policy:** None

16. **Export Packing Charges:** N/A

17. **Terms and conditions of commercial credit card acceptance:** Contact Contractor for credit card limit Government acceptance over micro purchase threshold.

18. **Terms and conditions of Government rental, maintenance, and repair:** N/A

19. **Terms and conditions of Installation** N/A

20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices** N/A

20a. **Terms and conditions for any other services** N/A

21. **List of service and distribution points** N/A

22. **List of participating dealers:** N/A

23. **Preventive Maintenance:** N/A

24a. **Environmental Attributes:** N/A

24b. **Section 508 Compliance:** N/A

25. **DUNS Number:** 802054007

26. **CCR (SAM) Registration:** SAM Registration valid and current.

27. **Final Pricing:** Rates shown include the Industrial Funding Fee (IFF) of .75%
ABOUT BTI COMMUNICATIONS GROUP, LTD.

Since 1985 BTI Communications Group has provided innovative products and customized solutions for telecommunications and data networking. Our goal is to provide our clients what they need for easy access to information and communication the way they want it.

BTI’s purpose is to help companies increase efficiency, streamline operations, and improve sales using advanced communication technology. Voice and data communication have become unified communication converged on the corporate data network.

Our solutions provide smart protection, prevention, and cost savings.

Additionally, they are simple to use, allowing:

- Efficient monitoring from anywhere
- Real-time alerts, no need to search through software(s) to investigate
- Automated reporting
- Hardware and software security
The integrated surveillance technology is a step above anything we have seen. So far it has resolved our theft and break-in issues where nothing else would work.

Barry, W.
Operations Manager, Logistics Company

BTI consistently provides us with number IT professional services from IP phone systems to surveillance. Their technical knowledge consistently solves IT challenges that our staff doesn't the skill or time for. The installation team is excellent. And their support always goes over and above to make sure all our issues are solved. I highly recommend BTI."

Jonathon Huff
The Moody Church

Our customers see results

“BTI consistently provides us with number IT professional services from IP phone systems to surveillance. Their technical knowledge consistently solves IT challenges that our staff doesn't the skill or time for. The installation team is excellent. And their support always goes over and above to make sure all our issues are solved. I highly recommend BTI.”

Jonathon Huff
The Moody Church

“The integrated surveillance technology is a step above anything we have seen. So far it has resolved our theft and break-in issues where nothing else would work.”

Barry, W.
Operations Manager, Logistics Company

Our customers see results
DESCRIPTION OF PRODUCTS & SERVICES

Security & Protection

334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video
Includes surveillance systems, wearable body cameras, and vehicle videos, including video storage and services as part of a total solution.

NOTE: Subject to Cooperative Purchasing

334290 Security and Detection Systems
Includes security and detection systems and devices, such as gas detectors, pressure level monitoring, patient/detainee monitoring systems, etc.

NOTE: Excludes vehicular alarms.
NOTE: Subject to Cooperative Purchasing

334290L Physical Access Control Systems (PACS) – Legacy
Includes physical access control systems (PACS), such as card-controlled access, biometrics, security barriers, etc. Includes non-FIPS physical access control systems.

NOTE: Subject to Cooperative Purchasing

541330L Security System Integration, Design, Management, and Life Cycle Support
Includes services involving the security integration/management discipline, which supports security products and systems throughout their lifecycle. Services may include, but are not limited to testing, production, fielding, process improvement, disposal, etc.

NOTE: Subject to Cooperative Purchasing

Information Technology

33411 Purchasing of new electronic equipment
Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.)
NOTE: Subject to Cooperative Purchasing

**811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**
Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

**511210 Software Licenses**
Includes both term and perpetual software licenses and maintenance.

NOTE: Subject to Cooperative Purchasing

**54151S Information Technology Professional Services**
IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion, and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

**Ancillary Supplies and Services**
Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

**OLM Order-Level Materials**
OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.
OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115
  Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for
  OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270
  and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-
  Hour (LH) Contract Line-Item Number (CLIN)
- Subject to a Not to Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items
  are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the
  Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders
  against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is
Cooperative Purchasing Eligible.
## Labor Category Descriptions & Rates (GSA Prices include IFF)

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<td>54151S, 541330L</td>
<td>Senior Project Manager</td>
<td>$159.30</td>
<td>$162.98</td>
<td>$166.75</td>
<td>$170.60</td>
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<td>Project Manager</td>
<td>$143.67</td>
<td>$146.99</td>
<td>$150.38</td>
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<td>Task Leader</td>
<td>$116.30</td>
<td>$118.99</td>
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<td>Senior Systems Engineer</td>
<td>$178.85</td>
<td>$182.98</td>
<td>$187.21</td>
<td>$191.53</td>
<td>$195.96</td>
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<td>Systems Engineer</td>
<td>$147.58</td>
<td>$150.99</td>
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<td>Senior Programmer</td>
<td>$161.26</td>
<td>$164.98</td>
<td>$168.80</td>
<td>$172.69</td>
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<td>54151S, 541330L</td>
<td>Programmer</td>
<td>$131.94</td>
<td>$134.99</td>
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<td>Enterprise Architect II</td>
<td>$190.58</td>
<td>$194.98</td>
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<td>$166.15</td>
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<td>Subject Matter Expert</td>
<td>$210.03</td>
<td>$214.98</td>
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<td>Technical Trainer</td>
<td>$97.73</td>
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<td>Technical Writer</td>
<td>$92.85</td>
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<td>54151S, 541330L</td>
<td>Quality Assurance Specialist</td>
<td>$92.85</td>
<td>$94.99</td>
<td>$97.19</td>
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<td>541330L</td>
<td>Supply Chain Specialist II</td>
<td>$102.62</td>
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<td>541330L</td>
<td>Supply Chain Specialist I</td>
<td>$83.07</td>
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<td>54151S, 541330L</td>
<td>Senior Installation Specialist</td>
<td>$129.01</td>
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<td>Installation Specialist</td>
<td>$112.39</td>
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<td>54151S, 541330L</td>
<td>Field Technician</td>
<td>$78.19</td>
<td>$79.99</td>
<td>$81.84</td>
<td>$83.73</td>
<td>$85.67</td>
</tr>
</tbody>
</table>
Sr. Program Manager

**Minimum/General Experience:** Possesses at least 9 years with project management for related IT and Security and Surveillance Systems.

**Functional Responsibility:** Provide both high-level and day-to-day direction and management control of large or complex IT and/or Security System projects. Responsible for developing the overall project work plan and monitors the execution of the project against the work plan. Provides technical and functional guidance to the project teams, monitors the progress of tasks and deliverables, tracks, and reports project status to the client, and ensures that all critical project issues are addressed.

**Minimum Education:** Bachelor’s degree with major in Information Technology or Business

Project Manager

**Minimum/General Experience:** Possesses at least 8 years with project management for related IT and Security and Surveillance Systems.

**Functional Responsibility:** Provides day-to-day direction and control of IT and/or Security System projects. Responsible for developing the project/task work plan and monitors progress against the work plan. They provide technical and functional guidance to the project teams, monitor the progress of tasks and deliverables, track and report the project status to project and program management, and ensure that all critical project issues are addressed.

**Minimum Education:** Bachelor’s degree with major in Information Technology or Business

Task Leader

**Minimum/General Experience:** Possesses at least 5 years in information and/or security systems implementation, technical and functional design, development, and configuration.

**Functional Responsibility:** Provides high-level support to users. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology and security systems to troubleshoot complex user/system problems. Task leader, based on experience and expertise, may be involved in any or all stages of a project including consulting, support, implementation, operation and/or training.

**Minimum Education:** Bachelor’s degree with major in Information Technology or Business

Senior Systems Engineer

**Minimum/General Experience:** Possesses at least 8 years with related IT and Security and Surveillance Systems.

**Functional Responsibility:** Provides high-level support to the technical team while implementing and deploying the majority of the solution. Applies engineering expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology in support of installation of IT and security and surveillance systems. May be
involved in any or all stages of a project including: consulting, design, development, implementation, operation and/or training.

**Minimum Education:** Bachelor’s Degree with specialized manufacturer Technical Certifications.

**Systems Engineer**

**Minimum/General Experience:** Possesses at least 7 years with related IT and Security Systems.

**Functional Responsibility:** Contribute to the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies engineering expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology in support of installation of IT and security and surveillance systems. May be involved in any or all stages of a project including: consulting, design, development, implementation, operation and/or training.

**Minimum Education:** Bachelor’s Degree with specialized manufacturer Technical Certifications.

**Senior Programmer**

**Minimum/General Experience:** Possesses at least 5 years in software design, development, installation, integration, evaluation, enhancement, maintenance, testing, or problem diagnosis/resolution.

**Functional Responsibility:** Performs requirements analysis, software design, development, installation, testing, and maintenance for application system components for large-scale and distributed systems. Performs operating system and/or product evaluation, integration, testing, and problem diagnosis/resolution. Provides technical leadership, reviews work products, and makes technical recommendations, as needed, for changes in the supported technical architecture for IT and/or Security and Surveillance Systems.

**Minimum Education:** Bachelor’s Degree

**Programmer**

**Minimum/General Experience:** Possesses at least 3 years in software design, development, installation, integration, evaluation, enhancement, maintenance, testing, or problem diagnosis/resolution.

**Functional Responsibility:** Performs requirements analysis, software design, development, installation, testing, and maintenance for application system components for large-scale and distributed systems. Performs operating system and/or product evaluation, integration, testing, and problem diagnosis/resolution. Under supervision of Senior Programmer, reviews work products, and makes technical recommendations, as needed, for changes in the supported technical architecture for IT and/or Security and Surveillance Systems.

**Minimum Education:** Bachelor’s Degree
Enterprise Architect II

Minimum/General Experience: Possesses at least 10 years with specialized experience in systems architect and design.

Functional Responsibility: Performs as a consultant in highly specialized, leading edge information technologies and methodologies. Provides highly technical and specialized guidance concerning the architecture and design of complex IT and Security and Surveillance systems and sub-systems. Performs elaborate analyses and studies. Prepares and presents design documents. Provides technical direction in the design of the system and directs programmers and other technical personnel in the implementation of system components.

Minimum Education: Bachelor’s degree with major in Information Technology or Business

Enterprise Architect I

Minimum/General Experience: Possesses at least 7 years with specialized experience in systems architect and design.

Functional Responsibility: Performs as a consultant in highly specialized, leading edge information technologies and methodologies. Provides highly technical and specialized guidance concerning the architecture and design of complex IT and Security and Surveillance systems and sub-systems. Performs elaborate analyses and studies. Prepares and presents design documents. Provides technical direction in the design of the system and directs programmers and other technical personnel in the implementation of system components. Works independently or under general supervision.

Minimum Education: Bachelor’s degree with major in Information Technology or Business

Subject Matter Expert

Minimum/General Experience: Possesses at least 15 years in information systems management, implementation, technical and functional design, systems development, configuration, or analysis of the specific product or programmatic functions related to IT or Security and Surveillance Systems.

Functional Responsibility: Provides mission-critical subject matter support for complex IT and Security System initiatives. Has demonstrated expertise in participating successfully on similar initiatives of comparable complexity. Has clinical domain knowledge and expert technical knowledge of functional areas and programmatic knowledge across the broad range of information and security systems and informatics. Provides industry-leading insight into complex, cutting-edge endeavors. Participates on cross-cutting panels and committees to provide transfer of knowledge and expertise to project stakeholders. Serves as principal/senior source of information for all relevant domain activities as required.

Minimum Education: Bachelor’s degree with major in Information Technology or Business
**Technical Trainer**

**Minimum/General Experience:** Possesses at least 7 years with specialized experience in systems architect and design.

**Functional Responsibility:** Develops and provides end-user training on major systems that include hardware and/or software configurations. Supervises training and instruction with personnel and conducts research necessary to develop and revise training courses and prepare appropriate training catalogs. Prepares all instructor materials and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars. Provides daily supervision of, and direction to, training staff.

**Minimum Education:** Associates Degree in system design, training or other related systems

**Technical Writer**

**Minimum/General Experience:** Possesses at least 5 years with specialized experience in systems architect and design.

**Functional Responsibility:** Prepares, reviews and edits content of technical documentation; ensures that documents follow the style laid out in the company's style guide; writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses (including installation and management guides, user guides, help materials); coordinates the display of graphics and the production of the document. Develop project critical documents and artifacts.

**Minimum Education:** Bachelor’s degree

**Quality Assurance Specialist**

**Minimum/General Experience:** Possesses at least 4 years with specialized experience in software engineering.

**Functional Responsibility:** Develops project Quality Assurance (QA) Plan in accordance with established policy and procedure. Ensures quality of project processes and products by executing activities described in the QA Plan. Compares activities and products to established standards and plans. Establishes quantitative measurements and techniques for measuring software quality. Reports to project management and executive management when quality issues are encountered during project review cycle.

**Minimum Education:** Associates Degree

**Supply Chain Specialist II**

**Minimum/General Experience:** Possesses at least 6 years with specialized experience in supply chain management.

**Functional Responsibility:** Manage production, planning, scheduling, Inventory Management, Purchasing Distribution for Security and Surveillance Systems suppliers/manufacturers. Manage
supplier performance, including supplier delivery performance and supplier shipping performance. Identify and provide resolution of supplier performance problems. Evaluate, select, contract with, and manage strategic suppliers to meet specific goals of availability, quality, cost, and flexibility. Design and improve supply chain structures, processes, and performance to ensure security and surveillance requirements are delivered in a timely manner.

**Minimum Education:** Bachelor’s Degree

**Supply Chain Specialist I**

**Minimum/General Experience:** Possesses at least 3 years with specialized experience in supply chain management.

**Functional Responsibility:** Manage production, planning, scheduling, Inventory Management, Purchasing Distribution for Security and Surveillance Systems suppliers/manufacturers. Manage supplier performance, including supplier delivery performance and supplier shipping performance. Identify and provide resolution of supplier performance problems. Evaluate, select, contract with, and manage strategic suppliers in order to meet specific goals of availability, quality, cost, and flexibility. Design and improve supply chain structures, processes, and performance to ensure security and surveillance requirements are delivered in a timely manner. Works independently or under general supervision.

**Minimum Education:** Bachelor’s Degree

**Senior Installation Specialist**

**Minimum/General Experience:** Possesses at least 5 years with installation of IT and security systems

**Functional Responsibility:** Supervises installation specialist/field technicians. Organizes and directs IT network and security system installations and onsite surveys. Analyzes, and designs communication and network components and local and wide area networks as well as security and surveillance connectivity. Directs and leads preparation of IT and/or security system plans and site installation technical designs. Also develops installation schedules. Coordinates post-installation operations and maintenance support.

**Minimum Education:** Bachelor’s Degree

**Installation Specialist**

**Minimum/General Experience:** Possesses at least 3 years with installation of IT and security systems

**Functional Responsibility:** Under general supervision, coordinates IT network and security system installations and onsite surveys. Analyzes, and designs communication and network components and local and wide area networks as well as security and surveillance connectivity. Implements preparation of IT and/or security system plans and site installation technical designs. Also develops installation schedules.
**Minimum Education:** Bachelor’s Degree

**Field Technician**

**Minimum/General Experience:** Possesses at least 3 years in LAN/MAN and WAN Infrastructure installation, security and surveillance cameras, access control, testing, termination, troubleshooting of IT and Security Equipment, and a contributor to the project.

**Functional Responsibility:** Qualified to perform such tasks as installation of IT network and security systems per design specifications, troubleshoot and implement new or existing systems, and test and documentation of the systems/networks.

**Minimum Education:** Associates Degree or specialized manufacturer Technical Certifications

**Equivalency Substitution**

Additional years of experience in a relevant field may be used as a substitute for a degree requirement. These amounts are in addition to the minimum number of years of experience required for a labor category. The number of years of experience necessary to substitute for a degree is equivalent to the number of years typically taken to achieve the required degree.

- 4 years of experience is equivalent to a bachelor’s degree
- 2 years of experience is equivalent to each advanced degree

For example, a labor category requiring a bachelor’s degree would be substituted by the applicant having an additional 4 years of experience. In addition, a lower degree plus additional years of experience is equivalent to the number of years typically taken to achieve a higher degree may be substituted. The years typically taken to achieve the lower degree are added to the years of additional experience and must equal the number of years needed to obtain the higher degree. For example, a labor category requiring a bachelor’s degree would be substituted by an applicant having an associate degree plus an additional 2 years of experience.

**Products Pricing**

See GSA Advantage
Arcules Terms of Service

LAST UPDATED: October 1, 2020

YOUR USE OF THE SOLUTION (DEFINED BELOW) IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF SERVICE. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SOLUTION AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS.

These Arcules Terms of Service (this “Agreement”) states the terms and conditions under which Arcules Inc. (collectively, “Arcules” or “We” or “Our” or “Us”) will agree to allow you (“You” or “Your”) to use the Arcules cloud-based video management and access control solution (“Solution”). By accessing or using the Solution, You agree to the terms and conditions of this Agreement. By accessing or using the Solution, You accept, without limitation or qualification, this Agreement. If You do NOT accept this Agreement, You must immediately discontinue Your access and use of the Solution and You may NOT access or use the Solution. Arcules and You are also referred to herein individually as a “Party” and collectively as the “Parties.”

We may make changes to this Agreement from time to time. We may notify You of such changes by any reasonable means, including without limitation, by making available the revised version of this Agreement through or in connection with the Solution. You can determine when We last changed this Agreement by referring to the “LAST UPDATED” legend above. Your access to or use of the Solution following changes to this Agreement will constitute Your acceptance of those changes.

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https://arcules.com/terms-of-service/
1.0 SUBSCRIPTION TERMS.

1.1 Solution. The Solution is comprised of Your subscription as described in Your Ordering Document (defined below) and the Apps (defined below); but does not include Your internet browser (which serves as the primary access for the Solution) or Gateways (defined below). For the avoidance of doubt, the Solution includes without limitation, the Apps, Arcules analytics and algorithms, Arcules applications within the Solution, and upgrades or changes We make to the Solution over time, and all related patents, copyrights, trademarks, trade secrets, software, technology, know-how, inventions (whether or not patentable) and all other proprietary and intellectual property (“IP”) rights related thereto. For avoidance of doubt, the Solution does not include hardware (e.g., cameras, etc.) You purchase separately to be used in connection with the Solution, Other Applications (defined below) or any analytics or algorithms related to the foregoing.

(a) License. Arcules hereby grants to You a limited, revocable, non-exclusive, non-sublicensable, non-transferable and non-assignable license only to install and use the Solution for Your subscription term; and for no other purpose or under any other condition whatsoever (“License”). The License does not include any permission to create any Modifications (defined below) of or to the Solution. You may download Arcules mobile applications or installable clients to access the Solution (“Apps”), in addition to using the Arcules web browser. When downloaded, the Apps include a license agreement that must be accepted by You before use. For avoidance of doubt, the terms of this Agreement and the License govern and control your use of the Solution (including the Apps), and the downloaded license agreement associated with the Apps will be preempted by this Agreement.

(b) Ownership. You acknowledge and agree that Arcules owns all right, title and interest in and to the Solution, including without limitation, all related IP rights, text, data, audio, video, files, interfaces, algorithms, other information and materials originating in the Solution, corrections, adaptations, derivatives, enhancements, changes, additions, revisions and other modifications (“Modifications”) made to the Solution. All rights in and to the Modifications not expressly granted in this Agreement are reserved to Arcules, and no additional licenses are granted under this Agreement.

(c) Ordering Document. The “Ordering Document” is an agreement or other ordering document signed between You and Your Integrator (defined below), or Arcules if You do not use an Integrator, that describes the term of Your subscription, locations where You will use the Solution, subscription cost, data usage, and other terms and conditions.

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conditions in an Ordering Document concerning the Solution or Your subscription will have no force or effect. If there is a conflict between this Agreement and any term in an Ordering Document, this Agreement will take precedence and will govern and control.

(d) **Integrator.** In order to implement the Solution so You can access and use it, You need to work with Your security “Integrator” (defined as Your reseller or the company that orders, selects and manages Your security hardware, installation, maintenance, infrastructure and/or support) to assist in ordering, selecting, managing, installing and setting up Your hardware and network and providing support and maintenance if You have any issues. Arcules is not responsible for ordering, selecting, setting up or managing Your cameras or network infrastructure, and You are responsible for ensuring You have the necessary systems, hardware, software, cameras and network connectivity necessary to use the Solution. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE AN INTEGRATOR, ARCULES IS A THIRD-PARTY BENEFICIARY TO THE ORDERING DOCUMENT BETWEEN YOU AND YOUR INTEGRATOR, AND ARCULES HAS THE RIGHT TO ENFORCE SUCH ORDERING DOCUMENT DIRECTLY TO THE EXTENT SUCH ENFORCEMENT IS NECESSARY OR ADVISABLE TO PROTECT THE RIGHTS OF ARCULES.

(e) **Updates.** As the Solution is hosted in the cloud, Arcules can provide automatic updates without any effort from You. Updates of the Apps and Gateways on Your devices may be required for continued use of the Solution. If You do not update the Apps and Gateways, Arcules does not guarantee continued support for the outdated versions of the Apps and Gateways, and Your access and use of the Solution with those outdated Apps and Gateways may be affected.

1.2 **Your Content.** “Your Content” is all of Your data (including third-party data) in the Solution, which includes video data, connected devices data, user information, access-control info, physical access credentials), analytics data, structured data and information related to **Applications** (defined as any “internet-of-things” connected devices, including access control systems, third-party software, hardware and analytics, and anything else that provide the Solution to You, You hereby grant Arcules a limited, sublicensable (through multiple tiers), assignable and transferrable license to Your Content to operate and maintain the Solution for Your benefit. We agree to keep Your Content secure (as described in Sections 3.0 and 7.2 hereof).
to use specified video data or camera feeds to enhance machine-learning analytics capabilities, or to develop custom notifications or triggers for Your use in the Solution. Arcules will not share Your video data with any third-party, except as necessary to provide the Solution, or if We are legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction. Arcules will not use video data for marketing or advertising. In the absence of permission to use Your video data, We will not access or use it unless requested to do so by You for support or other Solution related purposes.

(b) **Other Data.** Your use of the Solution generates data that Arcules uses to improve and maintain its products. You agree that We may collect, store, generate, and analyze such data, which may include metadata, testing, analytical, diagnostic, and other usage data or statistics. We will only use such data that is anonymized and does not contain any of Your personal information, and We will only use it to maintain and improve Our products, and to verify compliance with this Agreement and terms of the subscription described in the Ordering Document.

(c) **Feedback.** While You use the Solution, You may give us feedback, requirements and other recommendations (“Feedback”) about the Solution. You acknowledge and agree that We own all right, title and interest in and to the Feedback so that We may freely use any Feedback in any manner We deem appropriate.

1.3 **SLA.** Arcules shall provide the Solution substantially in accordance with the Service Level Agreement located [here](https://arcules.com/edge-cloud/) as may be updated from time to time (“SLA”).

1.4 **Unauthorized Use.** You hereby represent and warrant that You will not: (a) use the Solution in any way that would violate any applicable law; (b) let any of Your employees or others (only for Your internal business purposes), use the Solution to store or transmit any data that infringes, violates, or misappropriates (collectively, “Infringes”) third-party rights, including without limitation, privacy, moral or IP rights, or is libelous, fraudulent, obscene, defamatory, threatening, abusive, unlawful, tortious, pornographic, offensive or otherwise harmful (in Our sole and absolute discretion); (c) alter, modify, remove or otherwise change, or make any Modifications of the Solution; (d) license, sublicense, sell, rent, lease, transfer, assign, distribute, time share, host, or otherwise commercially exploit the Solution; (e) reverse engineer, modify, decompile, or otherwise attempt to get the source code of the Solution, or work around technical protections or limitations in the Solution; (f) build
contained therein; or (h) attempt to gain unauthorized access to the Solution or its related systems or networks. For avoidance of doubt, if You share or distribute video or analytics data (including without limitation Your Content) that a third-party claim Infringes its rights, You hereby agree to indemnify, defend and hold Arcules Indemnitees (defined below) pursuant to Section 4.3(c) hereof.

1.5 Access Information and Other Users. You are responsible for: (a) maintaining the confidentiality of Your username, password, and any other log-in information for the Solution (“Access Information”); (b) any activities that occur under Your Access Information, including without limitation, any user You allow to access or use Your account; and (c) promptly notifying Arcules of any unauthorized access or use of the Solution. You may provide access to Your Solution account to Your Integrator (or You may authorize Us in writing to add Your Integrator to Your account on Your behalf), but You may not give access to Your Solution account to any other third-party without Arcules’ prior written consent of its duly authorized representative. You may not sell or provide access to Your account to Your customers, or provide user credentials as a service to any third-party, without Arcules’ prior written consent of its duly authorized representative. You will systematically revoke user access when appropriate, and maintain appropriate standards for user permissions and use of the Solution. For avoidance of doubt, Arcules will not be responsible or liable for any costs, damages, fees, losses, or other liability resulting from Your failure to comply with this Section 1.5.

1.6 Consent to Operational Emails and Texts. During the term of Your Solution subscription, We will need to communicate with You regarding the Solution, including without limitation, planned downtimes, features releases, account management, or other aspects of the Solution. You agree that We may send You emails or text messages (depending on the information You provide and Your preferred communication method) for these purposes.

1.7 Your Responsibilities and Warranties. You hereby represent and warrant that: (a) You have the authority to enter into this Agreement; (b) You will comply with the terms and conditions of this Agreement; (c) You will comply with all laws and regulations applicable to You that concern use or placement of video cameras, transference of video and analytics data to Arcules’ cloud environment, and the processing of personal information (which may include any video and analytics data deemed to contain personal information); (d) You will only use the Solution for Your own internal business purposes; (e) You will not use the Solution in any hazardous or high-risk environments requiring fail-safe performance, in which the failure or malfunction of the Solution could lead to death, personal injury, illness, or severe physical or property damage; (f) You have sole responsibility for the accuracy, quality, integrity, legality, reliability, privacy, use and appropriateness of all Your Content and any other liability
license to use Your Content; and (i) You Content does not infringe, violate, or misappropriate any IP right, moral, privacy or other proprietary right of any third-party. Arcules’ responsibility is to adhere to Your instructions regarding how to process any of Your Content or other data on Your behalf. If You issue instructions to Us regarding the processing of Your Content or other data You transfer to Us (including without limitation, changing the location of servers housing Your data or changing any aspect of the Solution to adjust data flows), and such instructions would prevent or limit our ability to provide the Solution, or require material or costly changes to it, We may limit or adjust Your subscription without obligation to You after bringing the matter to Your attention.

1.8 Other Services. Your Integrator is available to provide services to help select and purchase software and hardware, install and set up cameras and network infrastructure, implement and configure the Solution, and to provide support and maintenance if You have any issues. If Arcules is to provide any of these services instead of the Integrator, those services will be specifically described in an Ordering Document. Arcules does not otherwise provide professional services related to Your security hardware, infrastructure and support.

1.9 Exceeding Subscription Parameters. The Ordering Document describes terms of Your subscription, including the maximum number of subscriptions to be used with the Solution, maximum storage constraints, resolution necessary to be used with the Solution, video and analytics data retention period, analytics usage, and other subscription-specific information, all of which determines the price for the subscription. If You exceed any of the limits described in the Ordering Document, or change settings in such a way that would increase Arcules’ costs of providing the Solution, then Your Integrator or Arcules will contact You to adjust Your subscription terms or otherwise address the matter. If We are unable to agree on adjusted terms, Arcules may limit Your use of the Solution.

1.10 Solution Integrity. You are prohibited from breaching or attempting to breach features of the Solution, or from accessing it in ways other than those provided by Arcules. This prohibition includes without limitation: (a) accessing content or materials not intended for You, or logging on to an account that You are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Solution unless We have given You prior written permission to do so; or (c) accessing or attempting (automated or otherwise) other than through the currently-available, published and enabled interfaces provided by Arcules. You must not simulate the appearance or function of the Solution, or try to distribute it as Your own product, or remove any IP rights notices in the Solution.

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support and maintenance for the Gateway for the duration of the subscription term (or in the case where You do not have an Integrator, Arcules will provide such support and maintenance).

1.12 Open Source. Certain components or libraries included in the Solution may be covered by open source licenses. To the extent required by such open source licenses, the terms of such licenses will apply in lieu of the terms of this Agreement where appropriate, only with respect to those open source licenses. You shall comply with such open-source license agreements.

2.0 CONFIDENTIALITY.

2.1 Duty. The Party receiving (“Receiving Party”) Confidential Information (defined below) from the Party disclosing (“Disclosing Party”) Confidential Information, will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Disclosing Party’s Confidential Information with the same degree of care, but no less than reasonable care, as used to protect the Receiving Party’s own Confidential Information of similar nature. The Receiving Party will limit the distribution and communication of the Disclosing Party’s Confidential Information to employees, subcontractors, or other agents of the Receiving Party, who have a need to know such Confidential Information in order to perform its duties under this Agreement and have confidentiality obligations and restrictions at least as strong as the ones in this Agreement. The Receiving Party shall not disassemble, reverse engineer, or otherwise decompile any of the Disclosing Party’s Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information.

2.2 Confidential Information. “Confidential Information” means any non-public, proprietary or confidential information provided by the Disclosing Party, either directly or indirectly, to the Receiving Party under this Agreement that: (a) if in tangible or written information or materials, is marked with words conveying a confidentiality obligation (or words of similar meaning) or that should reasonably be understood to be confidential given the nature and circumstances of its disclosure; and (b) any orally disclosed information that is reasonably understood to be confidential or proprietary. Your Confidential Information includes without limitation, Your Content and Access Information. Arcules Confidential Information includes without limitation, the Solution, No-Charge Offerings (defined below), specifications, development plans, related information and IP rights therein.
at the time it was disclosed or becomes publicly known through no fault or action of the Receiving Party; (b) was known to the Receiving Party, without restriction, at the time of disclosure; (c) was independently developed by the Receiving Party without any access to or use of the Disclosing Party’s Confidential Information; (d) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party; or (e) is disclosed by the disclosing Party to any third-party under no obligation of confidentiality to the Disclosing Party.

2.4 Compelled and Other Disclosure. If the Receiving Party is required, pursuant to a legal proceeding or other legal or regulatory requirement, to disclose any Confidential Information (or Your Content, in the case of Arcules’ compelled disclosure by a governmental entity), reasonable prior notice will be given to Disclosing Party in order to contest, seek a protective order, or otherwise limit such disclosure. The Receiving Party shall reasonably cooperate with the Disclosing Party’s application for a protective order or other remedy, and the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. Either Party may disclose this Agreement or the terms herein to such Party’s financial and legal advisers and current and potential lenders, acquirors and investors under written terms of confidentiality. Nothing in this Agreement or any other agreement will be construed to preclude either Party from: (a) compliance with disclosure obligations imposed by the securities laws or regulations of any government entity or public stock exchange, and each Party consents to disclosures as required by such laws or regulations; or (b) disclosing this Agreement or the terms herein to such Party’s financial and legal advisers and current and potential lenders, acquirors and investors, under written terms of confidentiality.

3.0 PAYMENT.

3.1 Payments. You will pay subscription fees described in the Ordering Document to Your Integrator (or to Arcules, if there is no Integrator or other reseller involved), within thirty (30) days after the subscription term begins. You may have other payment terms negotiated with the Integrator, Section 3.1. Payments will be made via the method designated in the Ordering Document. If You are delinquent in the payment of any invoice, Arcules may suspend access to the Solution until such payment is made in full (with interest, if applicable) payment will be made without deduction, counterclaim or set-off, and any payments that are not timely paid as provided hereunder will, at Arcules’ sole option, bear interest at the rate of the lower of: (a) 1.5% per month; or (b) the highest rate permitted by applicable law.
4.0 DISCLAIMERS; LIMITATIONS OF LIABILITY; INDEMNIFICATION.

4.1 Disclaimer. THIS SECTION 4.1 LIMITS OUR LIABILITY, SO PLEASE READ IT CAREFULLY. THE SOLUTION IS PROVIDED “AS-IS” AND ARCULES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SOLUTION, THE GATEWAY, SUPPORT, SERVICE LEVELS AND ARCULES CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SECURITY, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SOLUTION, GATEWAY, SUPPORT, SERVICE LEVELS OR ARCULES CONFIDENTIAL INFORMATION WILL PERFORM WITHOUT ERROR OR INTERRUPTION OR WILL BE SECURE. YOU AGREE THAT YOUR PURCHASE OF THE SOLUTION IS NOT DEPENDENT ON THE AVAILABILITY OF ANY FUTURE FEATURES OR FUNCTIONALITY. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AUTOMATION FUNCTIONS, INCLUDING WITHOUT LIMITATION, SETTINGS RELATED TO ACCESS CONTROL, SECURITY, INFORMATION OR DATA GATHERED, ANALYTICS NOTIFICATIONS, “RULES” IN THE SYSTEM, AND OTHER APPLICATIONS. WE ARE NOT RESPONSIBLE FOR OTHER APPLICATIONS (INCLUDING THEIR AVAILABILITY, ACCURACY, SECURITY OR FUNCTIONING, OR ANY ERRORS, LOSS, OR DAMAGE OTHER APPLICATIONS MIGHT GENERATE OR CAUSE), YOUR MANAGEMENT OF SECURITY IN THE SOLUTION OR GATEWAYS, YOUR PHYSICAL PREMISES SECURITY, ANALYTICS PERFORMANCE, VIDEO AND ANALYTICS DATA GENERATED, OR ISSUES CONCERNING YOUR ACCESS CONTROL SYSTEM, CAMERA PLACEMENT, OR CAMERA USE POLICIES.

(a) No Security. You understand that use of the Solution requires transmissio

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(b) **High Risk.** Arcules shall not be liable to You for use of the Solution in hazardous or high-risk environments requiring fail-safe performance, in which the failure or malfunction of the Solution could lead to death, illness, personal injury, or severe physical or property damage. Such use is at Your own risk, even if Arcules knows of such use, and Arcules expressly disclaims any express or implied warranty of fitness for such high-risk activities.

(c) **Disclaimer of Liability For Third-Party Products.** ARCULES DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR THIRD-PARTY PRODUCTS SUCH AS THE CAMERAS PURCHASED FROM THIRD-PARTIES BY YOU OR YOUR INTEGRATOR AND USED IN CONNECTION WITH THE SOLUTION. YOU ACKNOWLEDGE THAT NO REPRESENTATION HAS BEEN MADE BY ARCULES AS TO THE FITNESS OF THE THIRD-PARTY PRODUCTS FOR THE YOUR INTENDED PURPOSE.

4.2 **Limitation of Liability.** THIS SECTION 4.2 LIMITS THE LIABILITY OF BOTH PARTIES.

(a) **Indirect Damages.** OTHER THAN FOR END USER’S VIOLATION OF SECTION 1.4 (UNAUTHORIZED USE), TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR REVENUE, EVEN IF EITHER PARTY HAS BEEN PREVIOUSLY ADVISED ABOUT THE POSSIBILITY OR IS AWARE OF SUCH DAMAGES, AND WHETHER ANY SUCH CLAIM IS BASED IN TORT OR CONTRACT.

(b) **Direct Damages.** TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, EACH PARTY’S LIABILITY FOR DIRECT DAMAGES RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO THE AMOUNT OF FEES PAYABLE FOR YOUR SUBSCRIPTION TO THE SOLUTION DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, WHETHER THE CLAIM IS BASED IN NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, OR OTHER CONTRACT OR TORT CLAIM. THIS LIMITATION ON DIRECT DAMAGES WILL NOT APPLY TO: YOUR PAYMENT OBLIGATIONS, A
4.3 Indemnification.

(a) By Arcules. If a claim by a third-party is brought against You that alleges that the Solution, as made available to You, infringes any U.S. IP Right, or that an action by Arcules resulted in bodily injury, death, or physical property damage, then Arcules will defend You against the claim, and indemnify You against any damages that might result. This protection extends to You and Your officers, directors and employees (“Your Indemnified Party(ies)”). If such a claim is made against You, You must provide Arcules with: (i) prompt written notice of the claim; (ii) all necessary assistance, information and authority necessary for Arcules to defend the claim and perform its obligations under this Section 4.3 (at Arcules’ expense); and (iii) sole control of the defense of such claim and all associated settlement negotiations. Arcules may not settle any claim against You that does not fully and unconditionally release Your Indemnified Parties from any liability for the indemnified claim. If a claim of IP right infringement is made or appears likely to be made with respect to the Solution, Arcules may, at its expense and sole choice, enable You to continue to use the affected Solution, modify it to make it non-infringing, replace all or portions of the Solution with a substantially functional, non-infringing equivalent, or terminate this Agreement in whole or with respect to the affected Solution and provide You with a pro-rata refund of fees paid based on the effective date of termination, if any (the refund may be through Your Integrator).

(b) Exclusions From IP Indemnification. Arcules will have no liability or responsibility to defend or indemnify Your Indemnified Parties under Section 4.3(a) for any IP infringement alleged upon: (i) any information, data, component or application that is not exclusively owned by Arcules (including without limitation, uploaded video recordings, video and analytics data, Gateways and Other Applications); (ii) any Modification of the Solution by a party other than Arcules; (iii) the use of other than the latest release of the Solution if such claim could have been avoided by use of the latest unmodified release; (iv) any recurrence of allegedly infringing activity after being notified about the infringement; (v) any Modifications (to be made at no cost) that would have avoided the alleged infringement. 

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violation of Sections 1.4 (Unauthorized Use), 1.5 (Access Information and Other Users), 1.7 (Your Responsibilities), Your access control configurations, or Your collection of video and analytics data that is not in compliance with applicable laws, then You will defend the Arcules Indemnitees against the claim, and indemnify the Arcules Indemnitees against any damages that might result. In the event of such a claim, Arcules will provide You with: (i) prompt written notice of the claim; (ii) all necessary assistance, information and authority necessary for You to defend the claim (at Your expense); and (iii) sole control of the defense of such claim and all associated settlement negotiations. You may not settle any claim that does not fully and unconditionally release the Arcules Indemnitees from any and all liability for the indemnified claim.

5.0 TERM & TERMINATION.

5.1 Term. The term of Your subscription is described in Your Ordering Document. Unless earlier terminated, this Agreement will remain in effect for so long as You are subscribed to the Solution. Except as may be described in the applicable Ordering Document, all subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either Party (or the Integrator, if applicable) gives the other Party (or the Integrator, if applicable), timely written notice of non-renewal before the end of Your current subscription term. For avoidance of doubt, notice must be received by Arcules (not the Integrator) to be an effective termination notice.

5.2 Termination. If either Party breaches a material term of this Agreement, the subscription will be terminable for cause. In such an event, the non-breaching Party will give written notice of the breach to the other Party, and if the breach can be reasonably cured, then the breaching Party will have the opportunity to do so. If the breach is not substantially cured within thirty (30) days from receipt of the written notice, the non-breaching Party may notify the breaching Party in writing of the immediate termination of all applicable subscriptions.

5.3 Effect. You are solely responsible for retrieval of Your Content prior to termination of the subscription, and Arcules will be under no obligation to store, maintain, or provide any of Your Content after termination. If You choose to export Your Content from the cloud environment, You are obligated to reimburse Arcules for fees charged by the cloud service provider hosting Your Content. Upon termination, all access and licensed rights under this Agreement (including without limitation, the License), will automatically terminate and revert to Arcules or the applicable licensor, and You will promptly: (a) return or destroy all copies of Arcules Confidential
not relieve You of the obligation to pay fees payable for the period prior to the effective date of termination.

5.4 **Survival.** All terms and provisions herein, which by their nature should survive expiration or termination of this Agreement, shall so survive. Without limiting the foregoing, Sections 1.1(b) (Ownership), 1.2(c) (Feedback), 1.4 (Unauthorized Use), 1.5 (Access Information and Other Users), 1.7 (Your Responsibilities), 1.10 (Solution Integrity), 2.0 (Confidentiality), 3.0 (Payment), 4.0 (Disclaimers; Limitations of Liability; Indemnification), 5.3 (Effect), this Section 5.4 (Survival) and 7.0 (General Provisions), shall survive any expiration or termination of this Agreement.

### 6.0 **ARCULES RESPONSIBILITIES.**

6.1 Arcules represents and warrants that it has the authority to enter into this Agreement and any services described in an Ordering Document that is provided directly by Arcules, will be performed in a professional and workmanlike manner.

6.2 **Protection of Your Content.** Subject to Section 4.1(a) hereof, Arcules will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Content. Those safeguards will include efforts to help prevent access, use, modification or disclosure of Your Content by any third-party, and by Arcules personnel, except: (a) to provide the Solution and prevent or address service or technical problems; (b) as compelled by law in accordance with Section 2.4 hereof; or (c) as You expressly permit in writing (email sufficient). To the extent that Arcules processes any Personal Data (as defined in the General Data Protection Regulation (EU 2016/679)) contained in Your Content, Arcules will process the Personal Data in compliance with Your configurations (and You acknowledge and agree Your configurations may configure the Personal Data to not be compliant with applicable law and regulation).

6.3 **Personnel.** Arcules will remain responsible for the acts and omissions of its employees, independent contractors (but not Your Integrator), and their compliance with Arcules’ obligations set forth in this Agreement. You will remain fully responsible and liable for the acts and omission of Your employees, independent contractors, and their compliance with Your obligations described in this Agreement.
6.4 No-Charge Offerings. Arcules may offer certain Arcules functionalities, analytics, products, services, or Solution features or functionalities to You at no charge, including free accounts, trial use, and access to Beta Versions (defined below) (collectively, “No-Charge Offerings”). Your use of No-Charge Offerings is subject to the terms of this Agreement and any additional terms that Arcules may specify at the time they are made available, and are only permitted for the period designated by Arcules. Your restrictions and obligations continue to apply to No-Charge Offerings. Arcules may terminate Your right to use No-Charge Offerings at any time in Arcules’ sole discretion, without liability to You. You understand and agree that any Arcules pre-release and beta products, features, analytics, or functionalities Arcules makes available (“Beta Versions”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally-available products. Arcules makes no promises that any Beta Versions will ever be made generally-available. In some circumstances, Arcules may charge a fee to allow You access Beta Versions. All information regarding the characteristics, features or performance of No-Charge Offerings constitute Arcules’ Confidential Information. For avoidance of doubt, the No-Charge Offerings are not part of the Solution and the No-Charge Offerings are provided AS-IS, the SLA does not apply, Arcules disclaims all obligations and liabilities with respect to No-Charge Offerings and Arcules will not provide any indemnification related thereto.

7.0 GENERAL PROVISIONS.

7.1 No Trademarks or Marketing. Neither Party is granted any right in the other Party’s trademarks without the other Party’s prior written consent. With Your written approval (email sufficient), Arcules may identify You as a customer on its website and marketing material.

7.2 Force Majeure. Other than for Your payment obligations, if a Party fails its obligations under this Agreement due to a cause beyond the reasonable control of that Party, then that obligation will be excused for the duration of that cause. Such delay or failure to meet obligations will not give rise to any claim against that Party even if it could otherwise be deemed a breach of this Agreement.

7.3 Governing Law; Limitations. This Agreement and any dispute between the Parties arising out of or in connection with this Agreement (including without limitation, tort or contract claims), will be governed by the laws of California, and any claim or cause of action arising out of or relating to the Solution must be filed within one (1) year after such claim or cause of action arises. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement.
Dispute Resolution. Any disputes between the Parties or claims brought by either Party that relate to the Solution or this Agreement (including without limitation tort and contract claims), and the arbitrability of any disputes (subject to the exception in this Section 7.4) will be settled by binding arbitration before JAMS (www.jamsadr.com) under its comprehensive and expedited arbitration rules in effect at the time of arbitration. The venue for the arbitration will be Irvine, California. The arbitration will be conducted by telephone, on-line or based solely upon written submissions where no in-person appearance is required. The arbitrator will apply the governing law specified in Section 7.3 hereof. All awards may be enforced by any court having jurisdiction, if necessary. The existence of any dispute, the existence or details of the arbitration proceeding, and all related documents, materials, evidence, judgments and awards, must be kept confidential. Except as required by law, no Party will make any public announcements about the proceeding or the award, except as may be required to enforce it. The Parties agree to only bring claims in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. All disputes will be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions. All claims (excluding requests for injunctive, provisional, or equitable relief) between the Parties must be resolved using arbitration in accordance with this Section 7.4. Should either Party file an action contrary to this Section 7.4, the other Party may recover lawyers' fees and costs associated with enforcing this Section 7.4, if the Party seeking the award has notified the other Party in writing of the improperly filed claim, and the other Party has failed to withdraw the claim in a timely fashion. Nothing in this Section 7.4 will preclude the right and ability of either Party to bypass arbitration and file and maintain at any time in any court of competent jurisdiction (located in Orange County, California), under applicable laws an action for recovery of injunctive, provisional, or equitable relief (and either Party’s right to do so is not arbitrable).

7.5 Assignment. You will not assign, delegate, or transfer, in whole or in part, this Agreement or any subscription, whether voluntarily, involuntarily, by merger, consolidation, dissolution, sale of assets, or otherwise, without receiving advance written approval from a duly authorized representative of Arcules. Arcules may at any time assign, subcontract, delegate, or transfer, in whole or in part, obligations under this Agreement after giving prior notice to You (and We will get Your approval before delegating obligations if We are obligated to by a data protection or privacy law, such as GDPR). This Agreement will be binding on, and inure to the benefit of, the Parties and their respective and permitted successors and assigns.

7.6 Injunctive Relief; Prevailing Party. A Party prevailing in any litigation or arbitration related to this Agreement or the subject matter hereof will be entitled, in addition to such other relief as may be granted, to an award of reasonable attorneys' fees.

Hi, anything I can help with?
Have you seen our new low bandwidth solution:
https://arcules.com/edge-cloud/
relating to its subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations warranties, agreements or other communications and prevails over any conflicting or additional terms of any quote, order or other communication between the Parties relating to its subject matter. If any provision of this Agreement is found by a court or arbitrator to be invalid, the Parties agree that the court or arbitrator should try to give effect to the Parties’ intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. No waiver of any provision of this Agreement will be deemed a further waiver or continuing waiver or that provision or any other provision, and a Party’s failure to assert any right or provision under this Agreement will not constitute a waiver of that right or provision. Nothing in this Agreement will be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between the Parties and any user or other person or entity, nor do these terms extend rights to any third-party.

7.8 **Notices.** Except for the email or electronic delivery of operational communications regarding Your use of the Solution, notices required by this Agreement or law must be in writing and will be delivered by personal delivery or first-class mail, and will be deemed delivered three (3) days after they are sent. Notices for Arcules will be sent to: Arcules Inc., Attn: Legal Department, 17875 Von Karman Ave., Suite 450, Irvine, California 92614, with a copy emailed to Legal@arcules.com. Notices for You will be sent to the address specified in the Ordering Document or such other address You may specify in writing.
Hi, anything I can help with?
Have you seen our new low bandwidth solution:
https://arcules.com/edge-cloud/
This End User License Agreement, including Appendix “A” hereto, (the “Agreement”) between Avigilon Corporation (“Avigilon”), as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) (“You” or “Your”) governs Your use of the Software. The term “Software” means: (a) Avigilon Control Center Mobile software and any modified versions and copies of, and upgrades, updates, and additions to, such software; and (b) any media, printed materials, and “on-line” or electronic documentation with respect to such software (the “Documentation”).

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3. Limitations and Restrictions.

a. Copy Protections. You may not copy the Software except as set forth in this Agreement. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices and legends that appear on or in the Software.

b. Restrictions. You may not: (i) rent, lease, sell, sublicense, assign, lend, resell for profit, or distribute the Software or Your rights in the Software; or (ii) authorize any portion of the Software to be copied onto another person’s or legal entity’s computer or other electronic device, except as set forth in this Agreement. You will take reasonable steps to prevent any unauthorized copying or distribution of the Software.

c. Local Devices. The Software may be stored and operated locally on one or more devices. You may install, use, or install and use, one copy of the Software on each of the devices. You may then use such Software in connection with operating the device on which it is installed solely in the manner set forth in any accompanying Documentation or, in the absence of such, solely in the manner contemplated by the nature of the Software. You may designate other persons to use such Software on the devices, so long as such persons agree to this Agreement and You accept responsibility for all use of the Software by any such persons.

d. Modifications and Derivative Works. You may not make any changes, translations, enhancements, or modifications to, or create any derivative works from, the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 19 of this Agreement with respect to ‘open
source’ software). Any attempt to create any derivative works from the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 19 of this Agreement with respect to ‘open source’ software) shall result in the immediate termination of this Agreement.

e. Reverse Engineering, Decompilation, Disassembly. You may not reverse engineer, decompile, or disassemble the Software, and any attempt to do so shall result in the immediate termination of this Agreement, except and only to the extent that such activity is expressly permitted by applicable law.

4. Termination. Without prejudice to any other rights, Avigilon may terminate this Agreement without notice if You fail to comply with any of the terms and conditions of this Agreement. In the event of termination of this Agreement for any reason, You must immediately destroy all copies of the Software. The provisions of this Agreement which, by their terms, require performance after termination of this Agreement, including but not limited to those contained in Sections 2 (Intellectual Property Rights), 4 (Termination), 13 (Limitation of Liability), 15 (Indemnity by You) and 18 (Jurisdiction), will survive the termination of this Agreement.

5. Export Restrictions. You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations thereunder, the United States Export Administration Act and regulations thereunder, and other applicable national and international laws and regulations relating to the export of the Software (collectively, the “Export Laws”). You agree and certify that You will not use the Software or any part or direct product thereof for any purpose in contravention of the Export Laws.

6. Applicable Laws. Certain jurisdictions may regulate, restrict, or otherwise prohibit the recording of audio, video, personal information, or data, or any combination of audio, video, personal information, or data. You agree that You will comply fully at all times with all international, federal, provincial, state, and local laws, regulations, and standards applicable to Your use of the Software, including in each of: (a) the jurisdiction(s) in which You use the Software; and (b) the jurisdiction(s) in which each camera, microphone, or other recording or surveillance device which provides data to You through the Software is located.

7. Data Transfer. Avigilon does not represent or warrant that the Software is appropriate for use in any particular jurisdiction. By using the Software, You represent that You have provided appropriate notice of, and obtained appropriate consent to, the cross-border transfer and processing of any personal information that You obtain in connection with your use of the Software, in accordance with the laws and regulations applicable to such transfers and processing.

8. Support Services. Avigilon may provide You with support services related to the Software (“Support Services”). Any supplemental software files (either Avigilon or third party) and other computer information and related explanatory written materials and files provided to You as part of the Support Services are considered part of the Software and subject to the terms and conditions of this Agreement.

9. Upgrades and Updates. To the extent Avigilon makes them available, Software upgrades and updates may only be used to replace all or part of the original Software that You are licensed to use. Software upgrades and updates downloaded free of charge via Google Play or the App Store may be used to upgrade multiple devices. Upgrades and updates may be licensed to You by Avigilon with additional or different terms.

10. U.S. Government License Rights. This section only applies if the end user is a department, agency, or instrumentality of the government of the United States of America. The Software and the Documentation are “Commercial Items”, as that term is defined at FAR 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in FAR 12.212 or DFAR 227.7202 (as applicable), and: (a) were developed at private expense prior to provision to any U.S. Government entity; and (b) are provided with “restricted rights”, and under licenses customarily provided to the public to the extent such licenses are consistent with U.S. federal law and otherwise satisfy the U.S. government’s needs. Accordingly, consistent with FAR 12.212 or DFAR 227.7202-1 through 227.7202-4 (as applicable), the Software and Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items;
and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

11. **Transfer.** You may only transfer Your rights under this Agreement: (a) as part of a permanent sale or transfer of all of the devices for which the Software is licensed; (b) if You transfer all of the Software (including all parts, and any upgrades), and this Agreement; (c) if You do not retain any copies of any portion of the Software; (d) if the recipient agrees to the terms of this Agreement; and (e) if the Software is an upgrade, such transfer also includes all prior versions of the Software. Satisfaction of all these conditions is required; failure to meet any of these conditions renders such transfer null and void.

12. **Disclaimer.** TO THE MAXIMUM EXTENT PROVIDED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND SUPPORT SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU, AND AVIGILON AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SOFTWARE AND SUPPORT SERVICES “AS-IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF: (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, OR INFORMATIONAL CONTENT; (C) WORKMANLIKE EFFORT; (D) CORRESPONDENCE TO DESCRIPTION; (E) TITLE OR NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (F) CUSTOM OR TRADE; (G) QUIET ENJOYMENT; OR (H) SYSTEM INTEGRATION. AVIGILON MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE WILL OPERATE ERRORFREE, FREE OF ANY SECURITY DEFECTS, OR IN AN UNINTERRUPTED MANNER. AVIGILON SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH THE SOFTWARE IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-AVIGILON SOFTWARE OR HARDWARE PRODUCTS. AVIGILON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR AVIGILON ANY OTHER WARRANTY OR LIABILITY CONCERNING THE SOFTWARE. YOU MAY HAVE OTHER RIGHTS UNDER MANDATORY LAW THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

13. **Limitation of Liability.** IN NO EVENT SHALL AVIGILON, OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES (COLLECTIVELY THE “AVIGILON PARTIES”), OR AVIGILON’S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE, COVER OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS; LOSS OF SAVINGS; LOSS OF CONFIDENTIAL OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; LOSS OF PRIVACY; LOSS OR DAMAGE OF OR TO PROPERTY, SYSTEMS, RECORDS, OR DATA; FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, THIRD PARTY CLAIMS, LIABILITIES RELATED TO AN INDIVIDUAL’S PRIVACY RIGHT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OF AVIGILON OR ANY SUPPLIER OR LICENSOR, AND EVEN IF ANY AVIGILON PARTY OR ANY OF AVIGILON’S SUPPLIERS OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON.

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THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY 
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suit or proceeding; (b) Avigilon has sole conduct of the defense, settlement, or defense and settlement, of 
any such claim, suit or proceeding; (c) You provide all reasonably necessary assistance to Avigilon, at 
Avigilon’s reasonable expense, in such defense or settlement proceedings; (d) the claim does not result from 
any unauthorized use or modification of the Software, or from the use of the Software in conjunction with any 
hardware or software not supplied or approved by Avigilon; and (e) You have not made and do not make any 
admissions in respect of such alleged infringement.

In the event that the Software or any part thereof becomes, or in Avigilon’s opinion is likely to become, the 
subject of a claim of infringement of a United States patent, trade secret, or copyright, or the use of the Software 
or any part thereof is enjoined as a result of any such claim, You shall permit Avigilon, at its sole option and 
expense, to either: (i) procure for You the right to continue using the Software; (ii) replace the affected Software 
with non-infringing Software; (iii) modify the affected Software so that it becomes non-infringing; or (iv) remove 
the affected Software and refund the purchase price thereof, less a reasonable amount for depreciation.

Subject to Sections E and F of Appendix “A”, if applicable, the foregoing states the entire liability of Avigilon with 
respect to any actual or alleged infringement of any intellectual property right.

15. Indemnity by You. You will defend, indemnify and save harmless each of the Avigilon Parties from and 
against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and 
exenses including, without limiting the generality of the foregoing, legal fees and disbursements actually 
icurred, together with all applicable taxes, which any such indemnified person under this Section 15 may be 
able to pay or may incur by reason of, or directly or indirectly arising out of, any breach of this Agreement by 
You or any of Your directors, officers, employees, agents, or contractors, or on Your instructions.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes 
any previous agreements between the parties, with respect to the subject matter of this Agreement. Any 
terms of any purchase order or other instrument issued by either party in connection with this Agreement 
that is in addition to or inconsistent with the terms of this Agreement shall have no force or effect unless 
signed by both parties. Any amendment to this Agreement shall be put in writing and signed by both parties 
prior to being in effect. Notwithstanding the foregoing, this Agreement may be superseded by a subsequent 
End User License Agreement that You agree to in connection with Avigilon’s providing to You any future 
component, release, upgrade or other modification or addition to the Software. For the avoidance of doubt, 
any agreement, including any End User License Agreement between You and Avigilon regarding the Avigilon 
Control Center server application, shall not be considered to be an agreement with respect to the subject 
matter of this Agreement and shall continue in full force and effect in accordance with its terms.

17. Amendment. Any amendment to this Agreement shall be put in writing and signed by both parties prior to 
being in effect. Notwithstanding the foregoing:

a. Avigilon reserves the right to unilaterally amend this Agreement at any time without advance 
notice to You where the amendments involve (i) correcting typographical errors; (ii) correcting inconsistent, 
incorrect, or ambiguous wording for the purpose of clarifying the intended purposes and intent of the 
applicable wording (but without altering its nature or scope); or (iii) updating this Agreement to better 
address or comply with the provisions of applicable laws; and
b. This Agreement may be superseded by a subsequent End User License Agreement that You agree to in connection with Avigilon's providing to You any future component, release, upgrade or other modification or addition to the Software.

18. Jurisdiction. This Agreement and performance under this Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to principles of conflicts of laws, and the courts in Vancouver, British Columbia and the courts of appeal therefrom will have exclusive jurisdiction to hear any proceedings relating to this Agreement. You hereby irrevocably attorn to the jurisdiction of those courts. You expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).

19. Incorporation of ‘Open Source’ and other Third Party Software. Portions of the Software may be subject to certain third party license agreements governing the use, copying, modification, redistribution and warranty of those portions of the Software, including what is commonly known as ‘open source’ software. No warranty is provided by Avigilon for any such open source software. By using the Software You agree to be bound to the terms of any such third party licenses. If provided for in the applicable third party license, You may have a right to receive source code for such software for use and distribution in any program that You create, so long as You in turn agree to be bound to the terms of the applicable third party license. If applicable, a copy of such source code may be obtained free of charge by contacting Your Avigilon representative.

20. Collection of Data. At the time of initialization of the Software, Avigilon may collect information about the device(s) on which You have installed or will be using the Software. This information represents a configuration of Your device(s) at the time of use but includes no personal information, information about other software or data on Your device(s). Avigilon, with Your permission, uses Firebase, a product of Google Inc., to collect data regarding Your use of the Software, but Avigilon shall use this information only to improve Avigilon’s products and services. Avigilon shall not disclose this additional data in a form that personally identifies You. You may opt out of this collection of data by adjusting the “Anonymous Usage Data Collection” toggle in Your Settings.

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21. Enurement. All covenants, representations, warranties and agreements of the parties contained in this Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and assigns.

22. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

23. Non-Waiver. The waiver or failure of Avigilon to exercise in any respect any right provided in this Agreement will not be deemed a waiver of any further right under this Agreement.

24. Compliance with Licenses. You agree that upon request from Avigilon or its authorized representative, You will, within thirty (30) days of such request, fully document and certify that Your use of any and all Software at the time of the request is in conformity with Your valid license(s) from Avigilon. You agree to use Your best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy or distribution, in any form, of the Software shall be made.

25. Additional Restrictions. The Software may be subject to additional restrictions and conditions on use as specified in the Documentation, which additional restrictions and conditions are hereby incorporated into and made a part of this Agreement.
Appendix “A”

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A. You and Avigilon acknowledge that this Agreement is between You and Avigilon only, and not with Apple, and Avigilon is solely responsible for the Software.

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C. You and Avigilon each acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

D. In the event of any failure of the Software to conform to any applicable warranty, You may notify Apple, and Apple will refund any purchase price for the Software to You; and to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Avigilon’s responsibility.

E. You and Avigilon each acknowledge that Avigilon, not Apple, is responsible for addressing any claims of You or any third party relating to the Software or Your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

F. You and Avigilon each acknowledge that, in the event of any third party claim that the Software or Your possession and use of the Software infringes that third party’s intellectual property rights, Avigilon, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

G. You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

H. Avigilon has an address at Box 378, #101-1001 West Broadway, Vancouver, BC, Canada, V6H 4E4. You may contact Avigilon at 1.888.281.5182 or support@avigilon.com with questions, complaints or claims with respect to the Software.

I. You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that, upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof.
END USER LICENSE AGREEMENT

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"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

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Warranty. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE MOBILE APPLICATION IS AT YOUR SOLE DISCRETION AND RISK AND THAT THE APPLICATION IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. TYCO FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE MOBILE APPLICATION. TYCO SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH THE MOBILE APPLICATION IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF THE MOBILE APPLICATION WITH NON-TYCO APPLICATION OR HARDWARE PRODUCTS. TYCO NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING THIS APPLICATION.

7. **LIMITATION OF LIABILITY & EXCLUSION OF DAMAGES.**

a. **LIMITATION OF LIABILITY.** IN NO EVENT WILL TYCO’S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS EULA, OR THE USE OF THE APPLICATION, EXCEED THE GREATER OF THE AMOUNT OF FEES YOU PAID TO TYCO OR ITS RESELLER FOR THE APPLICATION THAT GIVES RISE TO SUCH LIABILITY AND FIVE CANADIAN DOLLARS (CAD$5.00). BECAUSE AND TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF LIABILITY ABOVE, THESE MAY NOT APPLY TO YOU.
b. **EXCLUSION OF OTHER DAMAGES.** Under no circumstances shall Tyco or any of its resellers or licensors be liable for any of the following: (i) third party claims; (ii) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (iii) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings), in each case even if Tyco has been advised of the possibility of such damages. You are solely responsible and liable for verifying the security, accuracy and adequacy of any output from the application, and for any reliance thereon. Some jurisdictions do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above limitations may apply to you only to the extent permitted by those laws.

8. **GENERAL.** If any provision of this EULA is found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this EULA and shall not affect the validity and enforceability of the remaining provisions. You should retain proof of the license fee paid, including model number, serial number and date of payment, and present such proof of payment when seeking service or assistance covered by the warranty set forth in this EULA. This EULA is governed by the laws of the Province of Ontario, Canada, without regards to its conflicts of law principles. The parties hereby irrevocably agree that they submit themselves to the personal jurisdiction of the provincial and federal courts of the Province of Ontario for purposes of resolving any and all disputes arising under or related to these terms and conditions. The parties specifically exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

**WARNING:** The Mobile Application is intended to be an extension of the system, not your primary user interface. Tyco recommends that the entire system be completely tested on a regular basis. However, despite frequent testing, performance of the Mobile Application is subject to various factors including how the system is installed, the panel’s internet connection, occasional server downtime due to maintenance, issues with the cellular network, criminal tampering or electrical disruption, it is possible for the Mobile Application to fail to perform as expected.

**Related Products**

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**Related Websites**

**Contact Us**

(Digital Security Controls) is a world leader in electronic security. Since company’s genesis, the experts at DSC have been leading the way. From revolutionary control panels, to our industry-leading IP alarm monitoring ducts and now to our sleek, contemporary self-contained wireless panels, has always been front and center in the security space.

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End User License Agreement

The following End User License Agreement (the "Agreement") are entered into by and between DVSAnalytics, Inc. ("DVSAnalytics") and <LEGAL NAME END USER> ("You") as of the effective date set forth on the signature page hereto (the "Effective Date"). By executing this Agreement, you agree to the terms of this Agreement.

1. DEFINITIONS

"Authorized Use Limits" means the use limitations placed on Your use of the DVSAnalytics Software. Examples of possible Authorized Use Limits include concurrent or named users.

"DVSAnalytics Materials" means any documentation, online help or other standard end user materials provided by DVSAnalytics to You in connection with your use of the DVSAnalytics Software.

"DVSAnalytics Software" means Encore and any other software products that you may license from DVSAnalytics pursuant to this DVSAnalytics End User License Agreement as specified in an Order Form.

"DVSAnalytics Technology" means DVSAnalytics' proprietary technology and intellectual property rights therein (including, but not limited to, DVSAnalytics Materials, software, documents, processes, algorithms, user interfaces, patent, copyright and trade secret rights) used by DVSAnalytics in providing the DVSAnalytics Software or Services to You.

"Encore" means DVSAnalytics' proprietary software that provides interaction recording, quality management, analytics and workforce management capabilities.

"Encore Cloud" means the hosted set of solutions that you may purchase use rights to from DVSAnalytics pursuant to the DVSAnalytics Terms of Use. For the avoidance of any doubt, DVSAnalytics Software is separate from Encore Cloud. Encore Cloud is not required for use of the DVSAnalytics Software but may be used in combination with it.

"Harmful Code" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent Your Users or any other authorized users from accessing or using the DVSAnalytics Software as intended by this Agreement.

"Order Form" means the ordering document(s) specifying the Encore Software and/or Services to be provided hereunder, including any addenda and supplements thereto, that is either entered into between You and DVSAnalytics or you and a DVSAnalytics' authorized reseller.

"Services" means any consulting, training, or other professional services provided by DVSAnalytics to You pursuant to the terms of an Order Form.

"Term" means the initial license term ("Initial Term") set forth on Your Order Form and, if you purchase a subscription term, any additional renewal license terms (each, a "Renewal Term") to the DVSAnalytics Software purchased by You.

"User(s)" means Your employees, consultants, contractors or agents authorized to use the DVSAnalytics Software licensed under this Agreement.
2. LICENSE; YOUR RESPONSIBILITIES

2.1 License. Subject to the terms of this Agreement, DVSAnalytics grants to You a non-exclusive, non-transferable, non-sublicensable license during the Term to use the DVSAnalytics Software and DVSAnalytics Material, subject to Your Authorized Use Limits, solely for Your own internal business operations. You acknowledge that nothing herein will be construed to grant You any right to obtain or use the DVSAnalytics Software source code.

2.2 Restrictions.

2.2.1 General Restrictions. The license granted to You in this Agreement is subject to the following additional restrictions: (i) Your use of the DVSAnalytics Software shall be limited to Your Authorized Use Limits and Your authorized Users; (ii) You shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the DVSAnalytics Software or the DVSAnalytics Technology available to any third party; (iii) You shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the DVSAnalytics Software or DVSAnalytics Technology, or access or use the DVSAnalytics Software or DVSAnalytics Technology in order to build a similar or competitive product or service; (iv) unless otherwise expressly authorized in writing by DVSAnalytics, You may not use the DVSAnalytics Software in connection with any software product or tools, or any other software as a service not provided by DVSAnalytics; (v) except as expressly stated herein, no part of the DVSAnalytics Software or DVSAnalytics Technology may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vi) You shall not disclose any review of the DVSAnalytics Software, including but not limited to the results of any performance tests, to any third party without DVSAnalytics’ prior written approval; (vi) You shall not bypass or breach any security device or protection used by the DVSAnalytics Software or the DVSAnalytics Technology, nor shall you damage, destroy, disrupt or otherwise impede or harm in any manner the DVSAnalytics Software, DVSAnalytics Technology or any systems used by DVSAnalytics; (vii) You shall not input, upload, transmit or otherwise provide to or through the DVSAnalytics Software or any systems used by DVSAnalytics anything that is unlawful, injurious, or contains, transmits or activates any Harmful Code and (viii) You acknowledge and agree that DVSAnalytics shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the DVSAnalytics Software and the DVSAnalytics Technology and any suggestions, enhancement requests, feedback, recommendations or other information provided by You or any of Your Users relating to the DVSAnalytics Software or the DVSAnalytics Technology. You agree to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and expressly agrees to indemnify DVSAnalytics, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by DVSAnalytics arising from a breach by the User of the conditions of this Agreement.

2.2.2 Self-Reporting Technology. You acknowledge that the DVSAnalytics Software may contain self-reporting technology by which DVSAnalytics may receive information deemed relevant by DVSAnalytics to providing customer support, improving the DVSAnalytics Technology, determining appropriate license fees, monitoring compliance, and any other purposes as determined by DVSAnalytics in its reasonable discretion. You shall not tamper with or attempt to disable such self-reporting technology.

2.2.3 Payment Card Information Restriction. YOU ACKNOWLEDGE AND AGREE THAT THE DVSANALYTICS SOFTWARE IS NOT TO BE USED TO RECORD, RETAIN OR STORE ANY PAYMENT CARD SECURITY INFORMATION, NOW EXISTING OR LATER DEVELOPED, INCLUDING WITHOUT LIMITATION ANY CARD SECURITY CODE (CSC), CARD VERIFICATION DATA (CVD), CARD VERIFICATION NUMBER (CVN),...
2.3 Copies. You may make one copy of the DVSAnalytics Software for back-up/archival purposes only, if the copy contains all of the original DVSAnalytics Software’s proprietary notices. For the avoidance of any doubt, unless expressly set forth otherwise in the applicable Order Form, such additional copy may not be run concurrently, either in production mode to increase performance or in a non-production mode for testing, development or any other purpose. Should you desire to run additional copies of the DVSAnalytics Software concurrently, additional license rights must be purchased.

2.4 Outsourcing Services. With DVSAnalytics’ prior written consent, you may permit services providers to access the DVSAnalytics Software solely for the purpose of providing facility, implementation, systems, hosting, application management or disaster recovery services to you in connection with your use of the Software pursuant to this Agreement. You agree to be responsible to DVSAnalytics for the conduct of your services providers to the same extent that you are responsible to DVSAnalytics hereunder for the conduct of your own employees.

2.5 Your Responsibilities. You will (a) be responsible for Your Users’ compliance with this Agreement, (b) be responsible for cooperating and assisting DVSAnalytics as reasonably requested by DVSAnalytics to facilitate performance of its obligations and exercising of its rights under this Agreement, (c) use DVSAnalytics Software, DVSAnalytics Technology and Services only in accordance with the DVSAnalytics Materials and applicable laws and government regulations, including not violating the intellectual property, privacy or any other rights of any third parties, and (d) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the DVSAnalytics Software and DVSAnalytics Technology. Should You become aware of any actual or threatened security breach, You shall promptly notify DVSAnalytics and take all reasonable and lawful measures within your control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the DVSAnalytics Software and/or DVSAnalytics Technology).

3. PROFESSIONAL SERVICES

3.1 Professional Services. DVSAnalytics shall provide You with consulting, training or other Services expressly set forth on any Order Form between You and DVSAnalytics, in exchange for the fees set forth on the Order Form. For the avoidance of any doubt, if You execute an Order Form with a DVSAnalytics’ authorized reseller, any services set forth on that Order Form to be provided to you are the sole obligation of the DVSAnalytics’ authorized reseller and shall be provided pursuant to your agreement with the DVSAnalytics' authorized reseller, not this Agreement.

3.2 Expenses. Except as may be otherwise provided herein or as pre-approved in writing, each party will be responsible for all expenses associated with the performance of its obligations hereunder.

4. LICENSE FEES; PAYMENT

4.1 Fees; Invoices. If your Order Form is between You and a DVSAnalytics' reseller, Your payment terms are as set forth in your agreement with the DVSAnalytics' reseller, not this Section. If your Order Form is between You and DVSAnalytics, this Section applies to You. You will pay all applicable fees set forth on the Order Form in advance and acknowledge that all fees are non-refundable, except as set forth otherwise in this Agreement. Fees are based on what is purchased and not on actual usage. You will provide DVSAnalytics with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to DVSAnalytics. If You provide credit card information, You authorize DVSAnalytics to charge such credit card for all items listed in the Order Form, including, if you purchase anything on a subscription basis, for the Initial Term(s) and any Renewal
Term(s) as set forth in Section 7.1. Such charges shall be made in advance. If the Order Form specifies payment upon invoice, DVSAnalytics will invoice You at the time of the initial Order Form and subsequently as set forth on the Order Form; all amounts invoiced hereunder shall be due within the time period set forth on the Order Form. Late payments shall be subject to a service charge of one and a half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. Further, DVSAnalytics may condition future payments, including future subscriptions and future subscription renewals, on payment terms shorter than those specified in this Agreement.

4.2 Taxes. You shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on DVSAnalytics’ net income) arising from the transactions described in this Agreement, even if such amounts are not listed on an Order Form. To the extent You are exempt from sales or other taxes, You agree to provide DVSAnalytics, upon request, with the appropriate exemption certificate.

4.3 Suspension Right. DVSAnalytics reserves the right to include disabling devices in the software provided under this Agreement and to use such disabling devices to suspend Your access and/or use when any payment is overdue or when DVSAnalytics believes that You are using the DVSAnalytics Technology, DVSAnalytics Software and/or any Services not in accordance with the DVSAnalytics Materials, this Agreement and/or applicable laws and government regulations. You agree that DVSAnalytics shall not be liable to You nor to any third party for any suspension of access and/or use pursuant to this Section 4.3. If You are suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), You may request the reactivation of Your account. DVSAnalytics shall reactivate Your account within seven (7) days of DVSAnalytics receiving in advance all applicable reactivation fees, provided that DVSAnalytics has not already terminated pursuant to Section 7 of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual Property Rights. DVSAnalytics and its licensors own all right, title and interest to the DVSAnalytics Technology, DVSAnalytics Software and any modifications, ideas, or recommendations provided by You, together with all associated intellectual property rights. This Agreement does not convey or transfer any ownership in DVSAnalytics Technology or DVSAnalytics Software, or their associated intellectual property rights.

6. LIMITED WARRANTIES; INDEMNIFICATION; LIABILITY LIMITATIONS

6.1 DVSAnalytics Software Warranty. DVSAnalytics warrants that the DVSAnalytics Software will substantially conform to the specifications contained in the DVSAnalytics Materials for thirty (30) days following initial installation. The warranty shall not apply: (i) if the DVSAnalytics Software is not used in accordance with the DVSAnalytics Materials; (ii) if the defect is caused by You, Your Users, any other third party or third-party software, hardware or other products; (iii) if the defect is caused by environmental factors, including electrical variations or electromagnetic interference; (iv) failure to maintain a suitable operating environment, air conditioning or humidity control; or (v) an act of God. DVSAnalytics does not warrant that the DVSAnalytics Software will operate uninterrupted or that it will be free from defects or errors that do not materially affect such performance, or that the DVSAnalytics Software is designed to meet all of Your business requirements. Provided You notify DVSAnalytics in writing with a specific description of the DVSAnalytics Software’s nonconformance within the warranty period and DVSAnalytics validates the existence of such nonconformance, Your exclusive remedy and DVSAnalytics’ entire liability shall be DVSAnalytics repairing or replacing the nonconforming DVSAnalytics Software.

6.2 Services Warranty. DVSAnalytics warrants that Services will be performed in a workmanlike manner. For any breach of this warranty, Your exclusive remedy shall be the re-performance of the deficient Services, and if DVSAnalytics is unable to re-perform the deficient Services as warranted, You shall be entitled to recover that portion of the fees paid to DVSAnalytics for such deficient Services, and such refund shall be DVSAnalytics’ entire liability.

6.3 Your Warranties. You warrant and covenants that Your and Your Users’ use of the DVSAnalytics Software and Services does not and will not violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws.
6.4 Disclaimer Of Warranties. EXCEPT AS STATED IN SECTIONS 6.1 AND 6.2, THE DVSANALYTICS SOFTWARE, DVSANALYTICS TECHNOLOGY, AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED IN SECTIONS 6.1 AND 6.2 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY DVSANALYTICS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OR TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE DVSANALYTICS SOFTWARE, THE DVSANALYTICS TECHNOLOGY, OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. YOU ACKNOWLEDGE AND AGREE THAT ENCORE CLOUD IS NOT SUBJECT TO ANY WARRANTIES UNDER THIS AGREEMENT AND, TO THE EXTENT SUBJECT TO ANY WARRANTIES, THESE WARRANTIES ARE EXCLUSIVELY SET FORTH IN THE DVSANALYTICS TERMS OF USE.

6.5 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DVSANALYTICS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS, COST OF COVER, LOST SAVINGS, CURRENCY CONVERSION LOSSES, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR DVSANALYTICS' PERFORMANCE HEREUNDER, INCLUDING WITHOUT LIMITATION (A) DVSANALYTICS SOFTWARE, DVSANALYTICS TECHNOLOGY OR SERVICES, (B) ANY INTERRUPTION OF USE OF DVSANALYTICS SOFTWARE, DVSANALYTICS TECHNOLOGY OR SERVICES, OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF YOUR DATA, EVEN IF DVSANALYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUBJECT TO ANY GREATER AMOUNT SET FORTH IN THE REFUND PROVISIONS IN SECTIONS 6.2, IN NO EVENT SHALL DVSANALYTICS' AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT THAT DVSANALYTICS RECEIVED (EITHER DIRECTLY FROM YOU OR INDIRECTLY FROM A DVSANALYTICS' RESELLER) UNDER THE ORDER FORM(S) GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO A CLAIM.

6.6 Indemnification by DVSAnalytics. DVSAnalytics will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that Your use of DVSAnalytics Software, any DVSAnalytics Technology, or any Service in accordance with this Agreement infringe, misappropriate or otherwise violate any intellectual property rights of any third party (a "Claim"), and will indemnify You from any costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) awarded against You as a result of, or for any amounts paid by You under a settlement of, a Claim; provided that You (a) promptly give DVSAnalytics written notice of the Claim, (b) give DVSAnalytics sole control of the defense and settlement of the Claim (except that DVSAnalytics may not settle any Claim unless it unconditionally releases You of all liability), and (c) give DVSAnalytics all reasonable available information and assistance necessary to perform DVSAnalytics' obligations under this Section, at DVSAnalytics' expense. The indemnification obligation set forth in this Section shall be DVSAnalytics sole liability and Your exclusive remedy for any infringement, misappropriation or other violation of Intellectual Property Rights by DVSAnalytics Software, any DVSAnalytics Technology, or any Service.

6.7 Indemnification by You. You will defend DVSAnalytics, it stockholders, officers, directors, employees and agents (the "DVSAnalytics Indemnified Parties") against any claim, demand, suit or proceeding made or brought against DVSAnalytics Indemnified Parties by a third party (i) arising out of or relating to Your data, including any processing of Your data by or on behalf of DVSAnalytics in accordance with this Agreement and/or (ii) alleging that Your use of DVSAnalytics Software, any DVSAnalytics Technology, or any Service in breach of this Agreement infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations (collectively, (i) and (ii) claims shall be
referred to as a “Claim”), and will indemnify DVSAnalytics Indemnified Parties from any costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) awarded against DVSAnalytics Indemnified Parties as a result of, or for any amounts paid by DVSAnalytics Indemnified Parties under a settlement of, a Claim; provided that DVSAnalytics Indemnified Parties (a) promptly gives You written notice of the Claim, (b) gives You sole control of the defense and settlement of the Claim (except that You may not settle any Claim unless it unconditionally releases DVSAnalytics Indemnified Parties of all liability), and (c) gives You all reasonable available information and assistance necessary to perform Your obligations under this Section, at Your expense.

7. TERM AND TERMINATION

7.1 Initial Term; Renewal Terms. The Term shall commence upon the date set forth on the Order Form and shall continue for the period of time set forth in the Order Form. Except as otherwise provided in an Order Form, UPON THE EXPIRATION OF THE INITIAL TERM, THE TERM SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF EQUAL LENGTH AS THE INITIAL TERM AT DVSANALYTICS' THEN CURRENT FEES UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL AS SET FORTH IN THIS SECTION. DVSAnalytics (or its authorized reseller if You purchased from a reseller) will provide You with a notice of non-renewal or a notice of the fees due for each Renewal Term at least thirty (30) days prior to the commencement of the Renewal Term. If a notice of fees is provided, it will be in the form of an invoice sent via email to the email address on file with DVSAnalytics (or its reseller, if You purchased from a reseller). You acknowledge that it is Your responsibility to provide a current email address to DVSAnalytics and to monitor Your email for such notices. You may elect not to renew by providing notice to DVSAnalytics (or its reseller, if You purchased from a reseller) at least thirty (30) days prior to the commencement of the Renewal Term. If you purchased directly from DVSAnalytics (not thru a reseller) and do not wish to renew, notice must be sent to DVSAnalytics by sending both an email to csa@DVSAnalytics.com (with non-renewal notice in the re line) and separate written notice to DVSAnalytics, Inc.: Attn: CSA Department, Comptroller; 17255 N. 82nd Street, Suite 120; Scottsdale, Arizona 85255.

7.2 Termination; Effect of Expiration or Termination. In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate the Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. DVSAnalytics shall also have the suspension rights set forth in Section 4.3 and a right to terminate this Agreement for cause if You are in breach of any other agreement with DVSAnalytics, such as the DVSAnalytics Terms of Use. Upon any termination of the Agreement, (a) Your right to access and use DVSAnalytics Software and DVSAnalytics Technology shall terminate; (b) if DVSAnalytics notifies You that it needs to remove DVSAnalytics Software or DVSAnalytics Materials installed on Your machines, You agree to promptly (but in all cases within fifteen business days) do so and provide DVSAnalytics with written certification of the removal; and (c) if you have any DVSAnalytics equipment in Your control, You agree to either promptly (but in all cases within fifteen business days) return such DVSAnalytics equipment to DVSAnalytics or allow DVSAnalytics reasonable access to remove the it. Your obligation to make a payment of any outstanding, unpaid fees and reimbursable expenses shall survive termination of this Agreement. In addition, the following provisions shall survive any termination of this Agreement: Sections 4, 5, 6, 7, and 8.

8. GENERAL PROVISIONS

8.1 Notice. Notices regarding this Agreement to DVSAnalytics shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to DVSAnalytics at the address provided on the Order Form. DVSAnalytics may give notice to You by electronic mail to Your e-mail address on record with DVSAnalytics, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Your address on record in DVSAnalytics' account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile or e-mail.

8.2 Security Features, Audit and Verification. At DVSAnalytics written request, but not more frequently than once per calendar year, You shall furnish DVSAnalytics with a document signed by You verifying that the DVSAnalytics Software is being used pursuant to the provisions of this Agreement and the applicable Order Form. The DVSAnalytics Software contains technological security features designed to prevent unauthorized use of the
Software, including features to remotely monitor use for billing purposes and to protect against use that is prohibited under this Agreement. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such features. DVSAnalytics also reserves the right to physically audit Your use no more than once per calendar year at DVSAnalytics' expense. DVSAnalytics shall schedule any audit at least thirty (30) days in advance, and any such audit shall be conducted during regular business hours at Your facilities and shall not unreasonably interfere with Your business activities. If such audit reveals that You have underpaid fees to DVSAnalytics, You shall promptly pay to DVSAnalytics such fees pursuant to the pricing set forth in the applicable Order Form, plus applicable interest and any expenses associated with conducting the audit.

8.3 Export. You agree that U.S. export control laws and other applicable export and import laws govern Your use of DVSAnalytics Software and DVSAnalytics Technology. You represent that You are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export DVSAnalytics Software or DVSAnalytics Technology in any manner that would violate applicable law, including but not limited to export control laws and regulations.

8.4 Force Majeure. Except for Your obligation to pay for DVSAnalytics Software or other Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona and controlling U.S. federal law. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Maricopa County, Arizona, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non convenience.

8.6 Whole Agreement; Amendments. This Agreement together with any applicable Order Form where such Order form is executed by DVSAnalytics and You, represents the parties' entire understanding relating to DVSAnalytics Software, the DVSAnalytics Technology and the Services, and supersedes any prior or contemporaneous, conflicting or additional, communications. Except as otherwise set forth herein, the terms and conditions of this Agreement may only be amended by written agreement of the parties. Nothing contained in any purchase order submitted by You other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement or the Order Form. For clarify, if you executed an Order Form with a DVSAnalytics' reseller, that Order Form is not part of this Agreement except to the extent expressly incorporated by reference into this Agreement.

8.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

8.8 Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between DVSAnalytics and You as a result of this Agreement or use of DVSAnalytics Software.

8.9 Assignment. You may not assign this Agreement without the prior written approval of DVSAnalytics. Any purported assignment in violation of this Section shall be void. DVSAnalytics reserves the right to provide some or all of the software and Services provided hereunder from locations, and/or through use of third-party providers, located worldwide.

8.10 Waiver. 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 such party in writing.
BY SIGNING BELOW, EACH PARTY HERETO ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE STRICTLY BOUND THEREBY.

EFFECTIVE DATE: ________________

END USER:

___________________________________
Signature

By (Name): _________________________

Its (Title): _________________________
GENERAL EULA

END USER LICENSE AGREEMENT

IMPORTANT NOTICE: This End User License Agreement ("Agreement") is a binding legal contract between you ("you") and Johnson Controls International plc. (including its Affiliates such as Johnson Controls, Inc.) with a corporate address at 507 E. Michigan St., Milwaukee, WI ("JCI", "we", or "us"). By downloading, installing, accessing or using the accompanying software (the "Software") you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, JCI is not willing to grant you any right to use or access the Software. In such event, you may not download, install, access, use or copy the Software. If this agreement is being agreed to by a company or other legal entity, then the person agreeing to this agreement on behalf of that company or entity represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this agreement. You should print and retain a copy of this agreement for your records. Unless a separate agreement is provided, other JCI application software distributed by this Software will also be subject to the terms of this agreement.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE.

Agreement Structure. This Agreement includes Part 1 – General Terms and Part 2 – Country Specific Terms, as applicable. The terms of Part 2 may replace or modify those of Part 1. In the event of a conflict between the terms of any or all of Part 1 and Part 2, the terms of Part 2 shall prevail over Part 1.

PART 1 – General Terms

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1. **Scopes Restrictions.** In the event the Software is furnished for use in connection with a particular JCI system or hardware product, it may only be used in conjunction with that JCI system or hardware product. "**Documentation**" means JCI then current generally available documentation for use and operation of the Software. Documentation is deemed included in the definition of Software. The term "**Software**" will be deemed to include any updates, bug fixes, and versions (collectively, "**Enhancements**") that JCI may, in its discretion, make available to you. You are responsible for ensuring your employees comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by you. The Software is licensed, not sold. Except for the limited license granted above, JCI and its licensors retain all right, title and interest in the Software, all copies thereof, and all proprietary rights in the Software, including copyrights, patents, trademarks and trade secret rights.

2. **Restrictions.** Your use of the Software must be in accordance with the Documentation. You will be solely responsible for ensuring your use of the Software is in compliance with all applicable foreign, federal, state and local laws, rules and regulations. You may not (i) copy or distribute the Software except to the extent that copying is necessary to use the Software for purposes set forth herein; provided you may make a single copy of the Software for backup and archival purposes; (ii) modify or create derivative works of the Software; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Software, except and only to the extent that such activity may be expressly permitted, notwithstanding this limitation or another limitation contained in this agreement, either by applicable law or, in the case of open source software, the applicable open source license; (iv) use the Software for purposes of developing a competing product or service; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Software; (v) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software. Under no circumstances will JCI be liable or responsible for any use, or any results obtained by the use, of the services in conjunction with any services, software, or hardware that are not provided by JCI. All such use will be at your sole risk and liability.

3. **Third Party Software.** To the extent any software licensed from third parties, including open-source software, (collectively, "**Third Party Software**") is provided with or incorporated into the Software, you will comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement. All relevant licenses for the Third Party Software are provided at [www.johnsoncontrols.com/buildings/legal/digital](http://www.johnsoncontrols.com/buildings/legal/digital). By using the Software you are also agreeing to be bound to the terms of such third party licenses. If provided for in the applicable third party license, you may have a right to reverse engineer such open source software.
1. Third Party Software. Your program will be licensed under the terms of the applicable third party open source software license. If applicable, a copy of such open source code may be obtained free of charge by contacting your Johnson Controls representative. JCI MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE. ALL THIRD PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL JCI BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, EVEN IF JCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

4. Metering Devices. The Software may contain technology based metering devices and passive restraints to regulate usage. For example, the Software may contain a license file limiting use to the licensed number of concurrent users or named users or may temporarily restrict usage until license and other fees have been paid in full. You acknowledge that such restraints and metering devices are a reasonable method to ensure compliance with the license and have been factored into the license and other fees and the Agreement as a whole. You agree that You will not circumvent, override, or otherwise bypass such metering devices and restraints that regulate the use of the Software.

5. Term and Termination. Unless provided otherwise in an accompanying order document, this Agreement will commence on the earlier of the date you first download, install, access or use the Software (the “Effective Date”) and continue in effect for the term specified in the order document or, if no term is specified, until it is terminated (the “Term”) as provided in this Section. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the bankruptcy or insolvency of the other party upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. In the event of any claim of infringement relating to the Software, JCI may terminate this Agreement on written notice to you and, as your sole and exclusive remedy, refund the license fees paid, if any, hereunder (less depreciation calculated on a three (3)-year straight-line basis commencing on the date
You will pay the fees, if any, associated with the Software. All amounts due hereunder shall be paid within thirty (30) days of the date of the invoice. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. If the license granted to You is a term or subscription license: then, unless set forth in your applicable ordering document, any renewal of such license shall be at then-current JCI list price and any such license shall automatically terminate upon nonpayment of amounts due hereunder. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Software shall be borne solely by you, unless you can evidence tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If you lose tax exempt status, you will pay any taxes due as part of any renewal or payment. You will promptly notify JCI if your tax status changes. You will pay all court costs, fees, expenses and reasonable attorneys’ fees incurred by JCI in collecting delinquent fees.

7. **Limited Warranty; Disclaimer.** JCI warrants that (i) for a period of thirty (30) days from delivery initial delivery to you (the “**Warranty Period**”), the Software will operate in substantial conformity with its Documentation; and (ii) it shall use screening software to scan the Software prior to delivery for viruses, Trojan horses, and other malicious code. If, during the Warranty Period, you notify JCI of any non-compliance with the foregoing warranties, JCI will, in its discretion: (a) use commercially reasonable efforts to provide the programming services necessary to correct any verifiable non-compliance with the foregoing warranties; or (b) replace any non-conforming Software; or if neither of foregoing options is reasonably available to JCI, (c) terminate this Agreement in whole or in part, and refund to You the fees, if any, paid for the non-conforming Software (less depreciation calculated on a three (3)-year straight-line basis commencing on the date of initial delivery to you). JCI shall not be liable for failures caused by third party hardware and software (including your own systems), misuse of the Software, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION.
8. **Indemnities.** JCI will indemnify, defend, and hold you harmless from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that your use of the Software in conformance with the terms of this Agreement infringes a United States patent, copyright, or trade secret of that third party. The foregoing indemnification obligation of JCI is contingent upon you promptly notifying JCI in writing of such claim, permitting JCI sole authority to control the defense or settlement of such claim, and providing JCI reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if JCI determines a claim is likely to occur, JCI will have the right, in its sole discretion, to either: (i) procure for you the right or license to continue to use the Software free of the infringement claim; or (ii) modify the Software to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to JCI, JCI may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by you for the Software, prorated on a three (3)-year straight-line basis commencing on the date of initial delivery to you. Notwithstanding the foregoing, JCI shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the “Excluded Claims”): (i) the use or combination of the Software with any third party hardware, software, products, data or other materials, including your own systems and data; (ii) modification or alteration of the Software by anyone other than JCI; (iii) your use of the Software in excess of the rights granted in this Agreement; or (iv) any Third Party Software. The provisions of this Section state the sole and exclusive obligations and liability of JCI and its JCI’s and suppliers for any claim of intellectual property infringement arising out of or relating to the Software and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Section 9 shall remain unaffected.

You will, subject to your culpability, indemnify, defend, and hold JCI harmless from any claim, demand, action, proceeding, judgment, or liability from a third-party claim arising out of an Excluded Claim. JCI must promptly notify you in writing of any such claim, permit you sole authority to control the defense or settlement of the claim, and provide you reasonable assistance in connection therewith.

9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR

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10. **Confidentiality.** You acknowledge that the ideas, methods, techniques, and expressions thereof contained in the Software (collectively, “JCI Confidential Information”) constitute confidential and proprietary information of JCI, the unauthorized use or disclosure of which would be damaging to JCI. You agree to hold the Software and JCI Confidential Information in strictest confidence, disclosing information only to permitted individual employees who are required to have access in order to perform under this Agreement and to use such information only for the purposes authorized by this Agreement. You are responsible for and agree to take all reasonable precautions, by instruction, agreement or otherwise, to ensure that your employees who are required to have access to such information in order to perform under this Agreement, are informed that the Software and JCI Confidential Information are confidential proprietary information belonging to JCI and to ensure that they make no unauthorized use or disclosure of such information. You may disclose JCI Confidential Information if you are required to do so pursuant to a governmental agency, a court of law or to any other competent authority so long as you provide JCI with written notice of such request prior to such disclosure and cooperate with JCI to obtain a protective order. Prior to disposing of any media reflecting or on which is stored or placed any Software, you will ensure any Software contained on the media has been securely erased or otherwise destroyed. You recognize and agree a remedy at law for damages will not be adequate to fully compensate JCI for the breach of Sections 1, 2, or 10. Therefore, JCI will be entitled to temporary injunctive relief against you without the necessity of proving actual damages and without posting bond or other security. Injunctive relief will in no way limit any other remedies JCI may have as a result of breach by You of the foregoing Sections or any other provision of this Agreement.

11. **Data Collection and Use.** You acknowledge and agree that the Software and/or hardware used in connection with the Software may collect data resulting from or otherwise relating to your use of the Software and/or hardware (“Data”) for purposes of providing you with service/product recommendations, benchmarking, energy monitoring, and maintenance and support. JCI shall be the exclusive owner of all Data. JCI shall have the right to de-identify your Data so that it does not identify you directly or by inference (the “De-Identified Data”). JCI shall have the right and ability to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product...
for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant JCI an irrevocable, non-exclusive, perpetual, world-wide, royalty-free license to use the Feedback in connection with JCI’s business, including enhancement of the Software, and the provision of products and services to JCI’s customers.

13. **Governing Law and Jurisdiction.**

13.1 **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin, as applied to agreements entered into and wholly performed within Wisconsin between Wisconsin residents. In the event the foregoing sentence is determined by a court of competent jurisdiction to not be enforceable or applicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree to the application of the laws of the country in which you entered into this Agreement to govern, interpret, and enforce all of your and JCI’s respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding.

13.2 **Jurisdiction.** Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Milwaukee, Wisconsin and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. In the event the foregoing sentence is determined by a court of competent jurisdiction to not be enforceable or applicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree all rights, duties, and obligations of the parties are subject to the courts of the country in which You entered into this Agreement.

14. **General.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by

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IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

15. **Export/Import**. The Software is licensed for use in the specific country authorized by JCI. You may not export or import the Software to another country without JCI’s written permission and payment of any applicable country specific surcharges. You agree to comply fully with all relevant and applicable export and import laws and regulations of the United States and foreign nations in which the Software will be used (“Export/Import Laws”) to ensure that neither the Software nor any direct product thereof are (a) exported or imported, directly or indirectly, in violation of any Export/Import Laws; or (b) are intended to be used for any purposes prohibited by the Export/Import Laws. Without limiting the foregoing, you will not export or re-export or import the Software: (a) to any country to which the United States or European Union has embargoed or restricted the export of goods or services or to any national of any such country, wherever located, who intends to transmit or transport the Software back to such country; (b) to any user who you know or have reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons; or (c) to any user who has been prohibited from participating in export transactions by any federal or national agency of the U.S. government or European Union. You will defend, indemnify, and hold harmless JCI and its affiliates and their respective licensors and suppliers from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys’ fees and expenses) arising out of any your breach of this Section.

16. **U.S. Government Rights**. The Software is a “commercial item” as that term is defined at 48 CFR 2.101 (October 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

17. **Electronic Acceptance**. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1 and Part 3. All terms in Part 1 and Part 3 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

13.1 Governing Law

The phrase “the laws of the country in which You entered into this Agreement” in Section 13.1 (Governing Law) is replaced by the following language as it applies to the countries identified below:

Americas

Canada: the laws in the Province of Ontario;

Mexico: the federal laws of the Republic of Mexico;

United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines: the laws of the State of Wisconsin, United States;

Venezuela: the laws of the Bolivarian Republic of Venezuela;

Asia Pacific

Cambodia and Laos: the laws of the State of Wisconsin, United States;

Australia: the laws of the State or Territory in which the transaction is performed;

Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region ("SAR");

Taiwan: the laws of Taiwan;

Europe, Middle East, and Africa

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav

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Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

Estonia, Latvia, and Lithuania: the laws of Finland;

Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England and Wales; and


13.2 Jurisdiction

The following provisions replace Section 13.2 (Jurisdiction) as it applies for those countries identified below:

All rights, duties, and obligations are subject to the courts of the country in which You entered into this Agreement except that in the countries identified below all claims or proceedings arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

**Americas**

Argentina: the Ordinary Commercial Court of the city of Buenos Aires;

Brazil: the court of Rio de Janeiro, RJ;

Chile: the Civil Courts of Justice of Santiago;

Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);

Mexico: the courts located in Mexico City, Federal District;

Peru: the judges and tribunals of the judicial district of Lima, Cercado;

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Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the courts of England and Wales;

South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;

Greece: the competent court of Athens;

Israel: the courts of Tel Aviv-Jaffa;

Italy: the courts of Milan;

Portugal: the courts of Lisbon;

Spain: the courts of Madrid; and

Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey

13.3 Arbitration

The following paragraph is added as a new Subsection 13.3 (Arbitration) as it applies for those countries identified below. The provisions of this Subsection 13.3 prevail over those of Subsection 13.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

Asia Pacific

A. In Cambodia, India, Laos, Philippines, and Vietnam:
   Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration
If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

B. **In the People’s Republic of China:**
In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

C. **In Indonesia:**
Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or “BANI”) then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.
All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

**Europe, Middle East, And Africa**

D. In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. JCI may, however, institute proceedings in a competent court in the country of installation.

E. In Estonia, Latvia, and Lithuania:

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

**Additional Country Specific Amendments**

**Canada**

The following is added as a new Section 18:

For purposes of this Section 18, “Personal Data” refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

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ii. Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

b. Security Safeguards
   i. Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
   
   ii. Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
   
   iii. Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
   
   iv. Additional or different services required to comply with the Laws will be deemed a request for new services.

c. Use
   Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

d. Access Requests
   i. Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
   
   ii. Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
   
   iii. Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

e. Retention
   Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise required by law.

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Peru

9. Limitation of Liability

The following is added to the end of this Section 9 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, you and JCI intend that the limitation of liability in this Section 9 (Limitation of Liability) applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action. Additionally, in accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by JCI’s willful misconduct (“dolo”) or gross negligence (“culpa inexcusable”).

United States of America

6. Fees; Taxes

The following is added to the end of Section 6 (Fees; Taxes)

For Software delivered electronically in the United States for which you claim a state sales and use tax exemption, you agree not to receive any tangible personal property (e.g., media and publications) associated with the electronic program. You agree to be responsible for any sales and use tax liabilities that may arise as a result of your subsequent redistribution of the Software after delivery by JCI.

14. General

The following is added to the end of Section 14 (General):

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.
Notwithstanding the foregoing, if any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Software itself, that is not otherwise provided for in the amount payable, you agree to pay it when JCI invoices you. If the rate of GST changes, you may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

7. Limited Warranty; Disclaimer

The following is added to the first paragraph of Section 7 (Limited Warranty; Disclaimer):

Although JCI disclaims certain warranties, you may have certain rights under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation. If JCI is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, JCI’s liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Hong Kong Sar, Macau Sar, and Taiwan

For licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word “country” (for example, ” the country in which you entered into this Agreement”) are replaced with the following:

a. In Hong Kong SAR: "Hong Kong SAR"

b. In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 11.1)

c. In Taiwan: "Taiwan."

India

14. General

The following is added to the end of Section 14 (General):

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

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Japan

14. General

The following is added to the end of Section 14 (General):

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

Malaysia

7. Limited Warranty; Disclaimer

The word “SPECIAL” in Section 7 is deleted.

New Zealand

7. Limited Warranty; Disclaimer

The following is added to the first paragraph of Section 7 (Limited Warranty; Disclaimer):

Although JCI disclaims certain warranties, you may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which JCI provides, if you require the goods for the purposes of a business as defined in that Act.

9. Limitation of Liability

The following is added to Section 9 (Limitation of Liability):

Where the Software is not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

People's Republic of China

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(ii) for damage to property caused by wilful misconduct and/or gross negligence of JCI; (iii) for fraud or fraudulent misrepresentation; or (iv) for any matter which it would be illegal for JCI to exclude or limit or attempt to exclude or limit its liability under PRC law.

Philippines

9. Limitation of Liability

The following replaces the first sentence of Section 9 (Limitation of Liability):

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT DAMAGES, MORAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Singapore

11. Data Collection and Use.

The following is added to the end of Section 11 (Data Collection and Use):

You have the right to request access to your personal information in the possession or under the control of JCI, and to request for corrections to be made on any errors in your personal information. Where possible, JCI will validate personal information provided using generally accepted practices and guidelines, for example, validating such personal information against pre-existing data held by JCI, or request to see supporting documentation before the personal information may be updated.

JCI will retain personal information we process on behalf of our customers for as long as needed to provide services to our customers. JCI may further retain and use this personal information as

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Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any of its terms.

Taiwan

9. Limitation of Liability

The following is added to the end of Section 9 (Limitation of Liability):

To the extent required by applicable law, the words “AND THEIR RESPECTIVE SUPPLIERS AND VENDORS” are deleted.

European Union Member States

7. Limited Warranty; Disclaimer

The following is added to Section 7 (Limited Warranty; Disclaimer):

In the European Union (“EU”), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 7 (Limited Warranty; Disclaimer).

EU Member States And The Following Identified Countries

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

14. General

The following is added to the end of Section 14 (General):

In the European Union (“EU”), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Nothing in this Agreement shall in anyway whatsoever be intended to affect or in any way limit such rights, which remain in full force and effect.

A. Definitions – For the purposes of this Section 14 (General), the following additional

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(3) **Data Protection Authority** – The authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(4) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector), as amended or replaced from time to time (such as the General Data Protection Regulation, when and as applicable); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

**JCI Group** – Johnson Controls International, Plc, including Johnson Controls, Inc., its subsidiaries, and their respective Business Partners and subcontractors.

B. You authorize JCI:

(1) to process and use Business Contact Information within JCI Group in support of you and your business including the provision of support services, and for the purpose of furthering the business relationship between you and JCI Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing JCI Group products and services (the “Specified Purpose”); and

(2) to disclose Business Contact Information to other members of JCI Group in pursuit of the Specified Purpose only.

C. JCI agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.

(1) To the extent required by the Data Protection & Electronic Communications Legislation,
Austria

9. Limitation of Liability

The following is added to the beginning of Section 9 (Limitation of Liability):

THE FOLLOWING LIMITATIONS AND EXCLUSIONS OF JCI’S LIABILITY DO NOT APPLY FOR DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CIRCUMSTANCES MAY ARISE WHERE, BECAUSE OF A DEFAULT BY JCI IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHER LIABILITY, YOU ARE ENTITLED TO RECOVER DAMAGES FROM JCI.

The following is added to the end of Section 9 (Limitation of Liability):

THE LIMITATIONS AND EXCLUSIONS OF JCI’S LIABILITY DO NOT APPLY FOR DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The following words are deleted from Section 9 (Limitation of Liability):

“(WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE)”

The following replaces the first sentence (second sentence after the above amendment) of Section 9 (Limitation of Liability):

“TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES OR CONSEQUENTIAL DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”

Belgium, France and Luxembourg

9. Limitation of Liability

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BODILY INJURIES (INCLUDING DEATH) AND DAMAGES TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY FOR WHICH JCI IS LEGALLY LIABLE. UNDER NO CIRCUMSTANCES IS JCI OR ANY OF ITS SUPPLIERS OR VENDORS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

THE LIMITATION AND EXCLUSION OF LIABILITY HEREIN AGREED APPLIES NOT ONLY TO THE ACTIVITIES PERFORMED BY JCI BUT ALSO TO THE ACTIVITIES PERFORMED BY ITS SUPPLIERS AND VENDORS, AND REPRESENTS THE MAXIMUM AMOUNT FOR WHICH JCI AS WELL AS ITS SUPPLIERS AND VENDORS ARE COLLECTIVELY RESPONSIBLE.

France

6. Fee; Taxes

The following replaces the Section 6 (Fee; Taxes) in its entirety:

You will pay the fees, if any, associated with the Software. All amounts due hereunder shall be paid within thirty (30) days of the date of the invoice. Pursuant to article L. 441-6 of the French Commercial Code, late payment penalties as well as a fixed compensation for recovery costs of the amount of 40 Euros (forty Euros) are due in the event that the amounts due are paid after the due date, and this without the necessity of a reminder without prejudice to damages and other expenses that JCI has the right to claim. The late penalties due to, under the mentioned legislation, will be claimed by JCI at the rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the

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A. Definitions – For the purposes of this Section 11 (Data Collection and Use), the following additional definitions apply:

(1) **Data** – Data resulting from or otherwise relating to your use of the Software and/or hardware used in connection with the Software.

(2) **Data Protection Authority** – The authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(3) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector), as amended or replaced from time to time; or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

**JCI Group** – Johnson Controls International, Plc., including Johnson Controls, Inc., its subsidiaries, and their respective Business Partners and subcontractors.

B. You authorize JCI:

(1) to process and use your Data within JCI Group for purposes of providing you with service/product recommendations, benchmarking, energy monitoring, and maintenance and support (the “Specified Purpose”);

(2) to disclose your Data to other members of JCI Group in pursuit of the Specified Purpose only;

(3) to de-identify your Data so that it does not identify you directly or by inference (the “De-Identified Data”).

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D. You authorize JCI to transfer Data outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

E. According to the Data Protection Act of January 6th, 1978, you have at any time, a right of access to and rectification of all of your personal data. If you wish to exercise this right and gain access to your personal data, please write to us via https://www.johnsoncontrols.com/contact-us. You may also oppose, for legitimate reasons, the processing of your personal data."

Italy

4. Metering devices

The following is added to Section 4 (Metering devices): The metering devices and passive restraints mentioned in this Section are those specified in the accompanying order document.

5. Term and termination

The following paragraph is deleted in its entirety from Section 5:

“In addition, either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party.”

The following wording is added to Section 5 (Term and termination): Without prejudice to the above, if no term is specified, either party shall have the right to terminate the Agreement at any time by giving the other Party a six months prior written notice.

11 Data Collection and Use

The following replaces the Section 11 (Data Collection and Use) in its entirety:

You acknowledge and agree the Software and/or hardware used in connection with the Software and/or hardware (“Data”) for purposes of providing you with service/product recommendations, benchmarking, energy monitoring, and maintenance and support. JCI shall have the right and ability to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product improvement and provision of products and services to JCI’s other customers (collectively, "JCI’s Business Purposes"). JCI shall have the right to use the Data provided.
9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

“TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JCI’S ENTIRE LIABILITY FOR ALL CLAIMS IN THE AGGREGATE FOR ANY DAMAGES AND LOSSES THAT MAY ARISE IN CONNECTION WITH THE FULFILLMENT OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR DUE TO ANY OTHER CAUSE RELATED TO THIS AGREEMENT IS LIMITED TO THE COMPENSATION OF ONLY THOSE DAMAGES AND LOSSES PROVED AND ACTUALLY ARISING AS AN IMMEDIATE AND DIRECT CONSEQUENCE OF THE NON-FULFILLMENT OF SUCH OBLIGATIONS (IF JCI IS AT FAULT) OR OF SUCH CAUSE, FOR A MAXIMUM OF EUR 500,000 (FIVE HUNDRED THOUSAND EURO). THE ABOVE LIMITATION WILL NOT APPLY TO DAMAGES FOR BODILY INJURIES (INCLUDING DEATH) AND DAMAGES TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY FOR WHICH JCI IS LEGALLY LIABLE. SAVE IN CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES JCI OR ANY OF ITS SUPPLIERS OR VENDORS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

THE LIMITATION AND EXCLUSION OF LIABILITY HEREIN AGREED APPLIES NOT ONLY TO THE ACTIVITIES PERFORMED BY JCI BUT ALSO TO THE ACTIVITIES PERFORMED BY ITS SUPPLIERS AND VENDORS, AND REPRESENTS THE MAXIMUM AMOUNT FOR WHICH JCI AS WELL AS ITS SUPPLIERS AND VENDORS ARE COLLECTIVELY RESPONSIBLE.

Germany

9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

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which must be fulfilled to enable a due performance of the AGREEMENT and on whose fulfilment YOU generally rely and may rely on), JCI WILL BE LIABLE, REGARDLESS OF THE BASIS ON WHICH YOU ARE ENTITLED TO CLAIM DAMAGES FROM JCI (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM), PER CLAIM ONLY UP TO 500,000 EURO FOR THE PROGRAM THAT CAUSED THE LOSS OR DAMAGE. A NUMBER OF DEFAULTS WHICH TOGETHER RESULT IN, OR CONTRIBUTE TO, SUBSTANTIALLY THE SAME LOSS OR DAMAGE WILL BE TREATED AS ONE DEFAULT.

3. IN THE EVENT OF LOSS, DAMAGE AND FRUSTRATED EXPENDITURES CAUSED BY SLIGHT NEGLIGENCE, JCI WILL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF JCI WAS INFORMED ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION SHALL NOT APPLY WHERE THE LOSS, DAMAGE AND FRUSTRATED EXPENDITURES WAS CAUSED BY A SLIGHT NEGLIGENT BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS.

4. IN CASE OF DELAY ON JCI’S PART: 1) JCI WILL PAY TO YOU AN AMOUNT NOT EXCEEDING THE LOSS OR DAMAGE CAUSED BY JCI’S DELAY AND 2) JCI WILL BE LIABLE ONLY IN RESPECT OF THE RESULTING DAMAGES THAT YOU SUFFER, SUBJECT TO THE PROVISIONS OF ITEMS A AND B ABOVE.

14. General

The following is added to the end of Section 14 (General):

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 7 (Limited Warranty; Disclaimer) of this Agreement.

Ireland

7. Limited Warranty; Disclaimer

The following is added to Section 7 (Limited Warranty; Disclaimer):

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the “1980 Act”), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded in full, with all limitations and restrictions implied by the Sale of Goods Act 1893 as amended. This site uses cookies to offer you a better browsing experience. By continuing to navigate through this site or by clicking Approve, you consent to the use of cookies on your device as described in our privacy notice.

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2. Restrictions

The following is added at the end of point (iii):

(if it is necessary for You to decompile the Software, to obtain the information necessary to create an independent program which can be operated with the Software, You will inform JCI that this is the case and will allow JCI a reasonable opportunity to provide such information to You so that it is no longer necessary for You to carry out that decompilation)

9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

FOR THE PURPOSES OF THIS SECTION, A "DEFAULT" MEANS ANY ACT, STATEMENT, OMISSION OR NEGLIGENCE ON THE PART OF JCI IN CONNECTION WITH, OR IN RELATION TO, THE SUBJECT MATTER OF AN AGREEMENT IN RESPECT OF WHICH JCI IS LEGALLY LIABLE TO YOU, WHETHER IN CONTRACT OR IN TORT. A NUMBER OF DEFAULTS WHICH TOGETHER RESULT IN, OR CONTRIBUTE TO, SUBSTANTIALLY THE SAME LOSS OR DAMAGE WILL BE TREATED AS ONE DEFAULT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES; OR WASTED MANAGEMENT TIME OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CIRCUMSTANCES MAY ARISE WHERE, BECAUSE OF A DEFAULT BY JCI IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHER LIABILITY, YOU ARE ENTITLED TO RECOVER DAMAGES FROM JCI. REGARDLESS OF THE BASIS ON WHICH YOU ARE ENTITLED TO CLAIM DAMAGES FROM JCI AND EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, JCI'S ENTIRE LIABILITY FOR ANY ONE DEFAULT WILL NOT EXCEED THE AMOUNT OF ANY DIRECT DAMAGES, TO THE EXTENT ACTUALLY SUFFERED BY YOU AS AN IMMEDIATE AND DIRECT CONSEQUENCE OF THE DEFAULT, UP TO 500,000 EURO (OR THE EQUIVALENT IN THEN-PREVAILING LOCAL CURRENCY) FOR THE PROGRAM THAT IS THE SUBJECT OF THE CLAIM.

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Additional Country Specific Amendments

Spain

7. Limited Warranty; Disclaimer

Section 7 (limited warranty; disclaimer) is replaced with the following:

JCI warrants that (i) for a period of thirty (30) days from delivery initial delivery to you (the “Warranty Period”), the Software will operate in substantial conformity with its Documentation; and (ii) it shall use screening software to scan the Software prior to delivery for viruses, Trojan horses, and other malicious code. If, during the Warranty Period, you notify JCI of any non-compliance with the foregoing warranties, JCI will, in its discretion: (a) use commercially reasonable efforts to provide the programming services necessary to correct any verifiable non-compliance with the foregoing warranties; or (b) replace any non-conforming Software; or if neither of foregoing options is reasonably available to JCI, (c) terminate this Agreement in whole or in part, and refund to You the fees, if any, paid for the non-conforming Software (less depreciation calculated on a three (3)-year straight-line basis commencing on the date of initial delivery to you. JCI shall not be liable for failures caused by third party hardware and software (including your own systems), misuse of the Software, or your negligence or willful misconduct.

EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. THIS WITHOUT PREJUDICE THAT JCI WILL BE LIABLE FOR ANY HIDDEN FAULTS OF THE PRODUCTS PROVIDED, AS WELL AS ANY DAMAGES ARISES AS A RESULT OF PROVIDING A PRODUCT THAT DO NOT CONFORM WITH JCI’S DESCRIPTION, AND/OR THAT IT IS USELESS FOR THE PURPOSES OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUITE ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS SHALL CREATE ANY ADDITIONAL JCI WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI’S OBLIGATIONS HEREUNDER.

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11. Data Collection and Use

Section 11 (data collection and use) is modified in the following terms:

You acknowledge and agree that the Software and/or hardware used in connection with the Software may collect data resulting from or otherwise relating to your use of the Software and/or hardware ("Data"). You hereby agree that your Data will be incorporated into a data file controlled by JCI, for the purposes of providing you with service/product recommendations, benchmarking, energy monitoring, maintenance and support, as well as for any purposes related to the execution of this agreement. You may exercise your rights of access, rectification, cancellation and opposition by writing to JCI corporate address stated above, or by contacting us at https://www.johnsoncontrols.com/contact-us, accompanying the request with a copy of an official identifying document. JCI shall be the exclusive owner of all Data. JCI shall have the right to de-identify your Data so that it does not identify you directly or by inference (the "De-Identified Data"). JCI shall have the right and ability to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product improvement and provision of products and services to JCI’s other customers (collectively, ”JCI’s Business Purposes”.

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Milestone End-user License Agreement

NOTE: If you are a Milestone Dealer, systems integrator or are otherwise installing this Product on behalf of a third party, you shall ensure that you have their acceptance of this End User License Agreement.

This End-user License Agreement (EULA) is a legally binding agreement between you (either an individual or a single legal entity) and Milestone Systems A/S (“Milestone”) for the Milestone product or utility, which may include associated software and hardware components, media, printed materials, online or electronic documentation and any updates or corrections (“Product”). If you have purchased the Product as part of a computer or server system delivered by Milestone all hardware and software components of such system shall for the purposes of this EULA be considered being parts of the Product, except however for any third party software or hardware component which is covered by a separate third party license agreement included in the system documentation or otherwise incorporated in the system.

By installing, copying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Product, instead you may return it, within 30 days after purchase of the Product, along with all associated material to your place of purchase for a full refund, less any shipping and handling costs. This return policy does not apply if you or your representative, including your Milestone dealer (on your behalf) have accepted this EULA prior to, or as part of, your purchase of the Product. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Note that all software parts of Product are licensed to you, not sold.

For Milestone products where a Software License Code (SLC) is required, the license you have been granted is identified by the Software License Code you have received when purchasing the Product.

Acceptance of Unattended Remote Updating. The system administrator of your organization may today or in the future be using a tool or operating system method enabling remote and unattended updating or installation of software products on your computer; the Milestone Software Manager is an example of such a tool. In case such a tool is used to update the Product unattended you may not be prompted to accept a EULA for the new Product. By accepting the present EULA you assign your right to accept EULAs of future product updates to your system administrator on your behalf.

Intellectual Property Rights. All title and rights, including but not limited to copyrights, in and to the Product and any copies thereof are owned by Milestone, or in the case of third party contributions to such Product, the title and rights to such contributions only, are owned by our licensors. All rights not expressly granted are reserved by Milestone.

Infringement of Third Party Rights. Milestone shall be liable for ensuring that the Product does not infringe any third party's intellectual property rights, however, in respect of patents, only (a) patents granted and published in the United States of America or the European Union on the date of your purchase, and (b) only if the Product is infringing as a standalone product when not used with any other product(s) or technology. In the event of any action against you in which such infringement is alleged, you shall give Milestone prompt written notice thereof. Milestone shall thereafter assume the sole conduct of the case and all of its legal costs incidental to the case. Milestone shall have irrevocable power of attorney to conduct litigation on its own behalf or to negotiate for settlement of the alleged infringement with you as the user. Milestone shall be entitled, at Milestone’s discretion, to either obtain the continued right for you to use the Product or bring the infringement to an end by modifying or replacing the Product by another product which possesses substantially the same functionalities as the Product, or – if none of these remedies may be achieved at a reasonable cost for Milestone – to terminate this EULA with immediate effect. In the event of termination you shall have no further claims, to include but not limited to any right of compensation or indemnity, against Milestone.

Correction of Errors. A defect or error in the Product shall be deemed material only if it has effect on the functionality of the Product as a whole or if it prevents the operation of the Product. If you, within 90 (ninety) days after purchase of the Product, document that a material defect or error in the Product exists, Milestone shall, at its sole discretion, be obligated to (i) deliver a new copy of the Product without the material defect or error, (ii) remedy or correct the defect or error free of charge, or (iii) terminate this EULA and repay any license fee received against your return of all copies of the Product. The provisions of this paragraph constitute your sole remedies in the event of a defect or error in the Product.

No Warranties. Unless you are provided with a specific warranty from Milestone as part of your Product documentation, Milestone expressly disclaims any warranty for the Product. The Product and any related documentation is provided “as is” without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the Product remains with you as the user. You are notified that the Product, when used with certain equipment or other software, may enable you to perform surveillance actions and data processing which are likely to be restricted by or contrary to applicable law, including without limitation data privacy and criminal law. The sole responsibility for verification of your use against compliance with applicable law lies with you as the user.
Prohibited Use.
The Product may only be applied and used in accordance to the applicable law(s) of the jurisdiction, country or region it is used in. This includes, but is not limited to, possible legal restrictions to what you surveil and record with the Product, the policy for storing recorded and other data in the Product, and how such recorded data is to be handled as it is exported from the Product. It is the sole responsibility of you the user to be acquainted with, and to adhere to, such laws and restrictions. Milestone does not accept any liability whatsoever, for any direct, indirect or consequential losses or damages for the violation of such laws and/or restrictions.

This license does not cover use of the Product for the purpose of, or in connection with, a violation of the human rights of any person as set out in the United Nations Universal Declaration of Human Rights. Any such use is prohibited and is a material breach of this EULA causing the whole license for the Product to lapse immediately without notice rendering any further use of the Product unlawful.

Limitation of Liability. The provisions of this paragraph are in effect to the maximum extent permitted by applicable law. In no event shall Milestone or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) nor for any product liability (except for bodily injury) arising out of the use of or inability to use the Product or the provision of or failure to provide proper support, even if Milestone has been advised of the possibility of such damages. Absent any willful misconduct or gross negligence, the entire liability of Milestone and its suppliers shall be limited to the amount actually paid by you for the Product.

Miscellaneous. (a) You may make as many copies of the Product as may be necessary for backup and archival purposes. (b) You may not distribute copies of the Product to third parties. (c) You may not reverse engineer, decompile, or disassemble any of the Product's components except and only to the extent permitted by applicable law which cannot be contractually waived. (d) This EULA is non-transferable save that if there is any ownership interest transferred which includes the Milestone Product. You may permanently assign all of your rights for this Product to the Transferee, provided the Transferee agrees to the terms of this EULA.

Termination. Without prejudice to any other rights, Milestone may terminate this EULA if you fail to comply with its terms and conditions. In such event you must immediately cease using the Product and destroy all copies of it.

Severability. If a court or government body of competent jurisdiction determines that any provision of this EULA is invalid, not enforceable or enforceable only if limited in scope, this present EULA shall continue in full force and effect with such provisions stricken or so limited.

Entire Agreement. This EULA constitute the parties’ entire and complete agreement relating to the subject matter hereof and all written and oral undertakings and pledges which may have preceded this EULA, all implied warranties, rules of common law or ordinary rules of law not restated herein, are hereby excluded from effect between the parties.

Governing Law. This EULA and the contract between you and Milestone are governed by Danish law and the sole and proper forum for the settlement of disputes hereunder shall be the City Court of Copenhagen.

License, installation and use conditions and restrictions. By activating the licenses for the Product, you accept that core system data (such as number of used devices) is exchanged and stored in Milestone’s licensing system. The sole purpose of gathering and maintaining such data is to enable Milestone and its channel partners, to enforce license management of the Milestone products. You agree to not alter, modify, or in any way tamper with the data transmitted to the online service. This EULA applies to all Products, with the following individual terms and conditions valid for the mentioned specific products:

Installation and Use – for the Milestone XProtect Corporate product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

1. The “Management Server” component of the Product may be installed on an unrestricted number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.
2. The “Recording Server” component of the Product may be installed on an unrestricted number of computers designated as Recording Servers and Failover Recording Servers. The Recording Servers and Failover Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
5. The Product may, with the exceptions stated in paragraph 9 and 10 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.
6. The Product may only be used for surveillance of property or land that is owned or controlled by you, or you have acquired and maintain the required legal permissions when monitoring property or land not owned or controlled by you.
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

Installation and Use – for the **Milestone XProtect Expert** product the following applies:

1. The “Management Server” component of the Product may be installed on an unrestricted number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.

2. The “Recording Server” component of the Product may be installed on an unrestricted number of computers designated as Recording Servers and Failover Recording Servers. The Recording Servers and Failover Recording Servers must be managed by the designated Management Server(s) specified above.

3. The Product may only be used on computers running operating systems for which the Product was designed.

4. Installing the Product you also agree to adhere to Microsoft’s software license terms for Microsoft SQL Server 2016 Express Edition ([link](http://www.microsoft.com/en-us/download/details.aspx?id=56840)).

5. The Product may, with the exceptions stated in paragraph 6 and 7 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.

6. The Product may, with the exceptions stated in paragraph 7 below, be remotely operated and managed by a third party using Milestone Federated Architecture, provided that you have acquired and maintain the required legal permissions to conduct the surveillance.

7. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.

8. When the Product is used with third party map applications (such as Google Maps, Microsoft® Bing™ Maps or OpenStreetMap), it is your sole responsibility to ensure that you have obtained adequate legal rights to use such map applications, and that the usage complies with the terms and conditions of the used third party applications.

9. You acknowledge that the Product uses data from OpenStreetMap ([link](http://www.openstreetmap.org/)) contributors. Any rights in individual contents of the database are licensed under the Database Contents License: [link](http://opendatacommons.org/licenses/dbcl/1.0/). As a part of this, you also accept to respect the tile usage policy ([link](http://wiki.openstreetmap.org/wiki/Tile_usage_policy)), including heavy use limitations in areas of bulk and unnecessary download of tiles.

10. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.

11. Using Milestone Federated Architecture, the Product may without being subject to additional licensing be used to connect other Milestone XProtect Corporate or Milestone XProtect Expert systems, provided that the federated system is rightfully licensed.

12. Using Milestone Interconnect, the Product may be used to connect other Milestone video management software products and other Milestone approved products (please refer to Milestone’s web site [link](http://www.milestonesys.com/milestoneinterconnect_compatibility) for the latest overview of compatible products) belonging to you or a third party. The use of Milestone Interconnect is subject to the following conditions: a) any interconnected system must be fully licensed with rightfully obtained license rights, b) you through purchase or subscription have rightfully obtained Milestone Interconnect camera licenses for the cameras that shall be accessible in the Milestone XProtect Corporate system.

13. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.

14. In total, for all copies of the Product installed under this EULA, the Product may only be used with as many devices as you through purchase or subscription have rightfully obtained (via your Milestone dealer, or directly via Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com) registered device licenses for under the Software License Code.
viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.

11. In total, the Product installed under this EULA may only be used with as many devices as you through purchase or subscription rightfully have obtained (via your Milestone dealer, or directly via Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com) registered device licenses for under the Software License Code.

Installation and Use – for the Milestone XProtect Professional+ product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The “Management Server” component of the Product may be installed on an unrestricted number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.
2. The “Recording Server” component of the Product may be installed on an unrestricted number of computers designated as Recording Servers. The Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
5. The Product may, with the exceptions stated in paragraph 6 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.
6. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
7. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.
8. In total, the Product installed under this EULA may only be used with as many devices as you through purchase or subscription rightfully have obtained (via your Milestone dealer, or directly via Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com) registered device licenses for under the Software License Code.

Installation and Use – for the Milestone XProtect Professional product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The Product may be installed on an unrestricted number of computers designated as Master Servers per Software License Code.
2. The Product may be installed on an unrestricted number of Slave Server computers per designated Master Server using the same Software License Code.
3. The Product may only be used on computers running operating systems for which the Product was designed.
5. The Product may, with the exceptions stated in paragraph 7 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.
6. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers’ or clients’ property or land.
7. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
8. In total, for all copies of the Product installed under this EULA, the Product may only be used with as many devices as you through purchase or subscription have rightfully obtained (via your Milestone dealer or from Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com) registered device licenses for under the Software License Code.

Installation and Use – for the Milestone XProtect Express+ product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The “Management Server” component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.
2. The “Recording Server” component of the Product may be installed on one (1) computer designated as Recording Server. The Recording Server must be managed by the designated Management Server specified above.

3. The Product may only be used on computers running operating systems for which the Product was designed.


5. The Product may, with the exceptions stated in paragraph 6 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.

6. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.

7. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.

8. In total, the Product installed under this EULA may only be used with as many devices as you through purchase or subscription rightfully have obtained (via your Milestone dealer, or directly via Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com) registered device licenses for under the Software License Code.

Installation and Use – for the Milestone XProtect Express product the following applies:

Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

1. The Product may only be installed on one (1) computer designated as Server per Software License Code.

2. The Product may only be used on computers running operating systems for which the Product was designed.


4. The Product may, with the exceptions stated in paragraph 6 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by your customers or other third parties.

5. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers’ or clients’ property or land.

6. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.

7. In total, the Product may only be used with as many devices as you through purchase or subscription have rightfully obtained (via your Milestone dealer, or from Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com) registered device licenses for under the Software License Code.

Installation and Use – for the Milestone Husky™ M-series NVRs (covers the following products: Milestone Husky™ M20, Milestone Husky™ M30 and Milestone Husky™ M50, including all variants of these products) the following applies:

Milestone hereby grants you the right to deploy and use the Product with the following conditions and restrictions:

1. Any purchase of the Product requires prior acceptance of this End User License Agreement.

2. The Milestone Husky NVR software may, and can, only be used with the computer hardware and operating system with which it is delivered, and the Software License Code provided by Milestone. Should critical parts of the hardware need to be replaced, the software may be re-installed and activated with a new Software License Code, obtained via your Milestone dealer or from Milestone’s Software Registration Service Center on Milestone’s web site www.milestonesys.com.

3. The Product may, with the exceptions stated in paragraph 5 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by your customers or other third parties.

4. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers’ or clients’ property or land.

5. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.

6. The Product has been designed for use with a maximum number of devices. Please consult your Milestone Dealer or your product documentation if you need additional information. The Product may not be used with more devices.
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

1. The Milestone XProtect VMS software and software utilities delivered with the Product, including, but not limited to, Milestone Husky™ X2 and Milestone Husky™ X8, including all variants of these products, the Product is preloaded with Milestone XProtect VMS software. The use of the XProtect VMS software is subject to the terms and conditions for the specific product (refer to relevant section in this End User License Agreement) conditioned by the use of a rightfully obtained and registered Software License Code.

2. The Product may only be used on computers running operating systems for which the Product was designed.

3. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and any third party product or version of a third party product that it has not been designed and validated for. Further, Milestone does not accept any liability arising out of the use of or inability to use the Product caused by errors in any third party product that XProtect Access is used together with.

4. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers’ or clients’ property or land.

5. Milestone XProtect Access may only be used with as many doors as you have purchased and registered door licenses to for the Product by the Software License Code.

Installation and Use – for the Milestone Husky™ X-series NVRs (covers the following products: Milestone Husky™ X2 and Milestone Husky™ X8, including all variants of these products) the following applies:

Milestone hereby grants you the right to deploy and use the Product with the following conditions and restrictions:

1. The “Management Server” component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.

2. The “Recording Server” component of the Product may be installed on one (1) computer designated as Recording System. The Recording Server must be managed by the designated Management Server specified above.

3. The Product may only be used on computers running operating systems for which the Product was designed.


5. The included Microsoft Windows Operating System must only be used together with the Product and must hence not be used on any other computer hardware. The terms and conditions for the use of the Microsoft Windows Operating System is regulated by Microsoft’s End User License Agreement.

Installation and Use – for the Milestone XProtect Essential+ product the following applies: Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

1. The “Management Server” component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.

2. The Product may be operated from an unrestricted number of XProtect Management Applications/XProtect Management Clients and XProtect Smart Clients connected to the Milestone XProtect VMS system or the Milestone Husky NVR unit.

3. To facilitate communication with third party systems an unrestricted number of XProtect Access plug-ins may be installed on the Event Server in the Milestone XProtect VMS system or the Milestone Husky NVR unit. In addition to the general restrictions in Milestone’s liability defined in the section “Limitation of Liability” above, Milestone does not accept any liability arising out of the use of or inability to use the Product when the plug-ins have been provided by another party than Milestone, or when the Milestone provided XProtect Access plug-in is used with a third party product or version of a third party product that it has not been designed and validated for. Further, Milestone does not accept any liability arising out of the use of or inability to use the Product caused by errors in any third party product that XProtect Access is used together with.

4. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units.

5. Milestone XProtect Access may only be used with as many doors as you have purchased and registered door licenses to for the Product by the Software License Code.

Installation and Use – for the Milestone XProtect LPR product the following applies: Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The Product may only be used with the Milestone XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+) or the Milestone Husky NVR unit (any Milestone Husky NVR product, except Husky M10) for which the license through purchase or subscription has rightfully been obtained.
2. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units.
5. The Milestone XProtect LPR Plug-in may be installed on an unrestricted number of computers designated as XProtect LPR Servers per Software License Code.
6. The Product may only be used with those computers designated as XProtect Management Clients and XProtect Smart Clients connected to the Milestone XProtect VMS system or the Milestone Husky NVR unit.
7. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit.
8. The Product may only be used with as many XProtect LPR License Plate Libraries as you have purchased and registered for the Product by the Software License Code.

Installation and Use – for the Milestone XProtect Transact product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The Product may only be used with the Milestone XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+) or the Milestone Husky NVR unit (any Milestone Husky NVR product, except Husky M10) for which the license through purchase or subscription has rightfully been obtained.
2. The Product may be operated from an unrestricted number of XProtect Management Applications/XProtect Management Clients and XProtect Smart Clients connected to the Milestone XProtect VMS system or the Milestone Husky NVR unit.
3. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit.
4. The Product may only be used with as many source connections as you have purchased and registered for the Product by the Software License Code.

Installation and Use – for the Milestone XProtect Smart Client product the following applies:
Milestone hereby grants you the right to install and use an unrestricted number of copies of the Product with the following conditions and restrictions:
1. The Product may only be used on computers running operating systems for which the Product was designed.
2. The Product may only be used in connection with a Milestone XProtect VMS product or a Milestone Husky NVR unit. When used together with a Milestone XProtect VMS product or a Milestone Husky NVR unit, the Product may also be used together with other compatible Milestone products and with third party products/components built upon the Milestone Software Development Kit or the Milestone Integration Platform Software Development Kit.
3. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit.
4. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect VMS product.

Use – for the Milestone XProtect Smart Wall product the following applies: Milestone hereby grants you the right to use the Product with the following conditions and restrictions:
1. The Product may be used with XProtect Corporate systems without being subject to separate licensing. The Product may be used together with XProtect Expert for which an XProtect Smart Wall base license through purchase or subscription has rightfully been obtained.
2. The Product may be used with an unrestricted number of XProtect Management Clients and XProtect Smart Clients connected to the XProtect Corporate system.
3. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect VMS product.

Installation and Use – for the Milestone Mobile server product the following applies:
Milestone hereby grants you the right to install and use an unrestricted number of copies of the Product with the following conditions and restrictions:
1. The Product may only be used on computers running operating systems for which the Product was designed.
2. The Product may only be used in connection with a rightfully licensed Milestone XProtect VMS product or Milestone Husky NVR unit.
3. The use of the Milestone Mobile server is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or Milestone Husky NVR unit it’s used together with.
4. By accepting the present EULA you accept terms and conditions on behalf of all end users of Milestone Mobile client and Milestone XProtect Web Client which you allow to connect to Milestone Mobile server.
5. The use of Smart Connect, Video Push and Mobile Push notifications relies on third party services and network connectivity such as notification services and wireless communication networks. In addition to the general
restrictions in Milestone’s liability defined in the section “Limitation of Liability” above, Milestone does not accept any liability arising out of the use of or inability to use any of these capabilities directly, or indirectly, caused by any of third party network or service component used to provide these capabilities.

6. The use of the Smart Connect and Mobile Push Notification capabilities is conditioned by a valid Milestone Care Plus service contract. Milestone accepts no liability for possible interruptions in the service caused by failure to renew the Milestone Care Plus coverage in due time.

7. Additional third party charges may apply for using the Milestone Mobile service, including, but not limited to, communication cost and third party service subscriptions.

Installation and Use – for the Milestone Mobile client product the following applies:
Milestone hereby grants you the right to install and use an unrestricted number of copies of the Product with the following conditions and restrictions:
1. The Product may only be used on devices running operating systems for which the Product was designed.
2. The Product may only be used together with Milestone Mobile server, or dedicated product evaluation environments provided by Milestone.
3. The use of the video push functionality is subject to licensing in the Milestone XProtect VMS product or Milestone Husky NVR unit it is used together with, where each named user of the Milestone Mobile client wanting to make use of the video push functionality requires one (1) camera license in the Milestone XProtect VMS product or Milestone Husky NVR unit.

Use – for the Milestone XProtect Web Client product the following applies:
Milestone hereby grants you the right to use the Product on an unrestricted number of computers and devices with the following conditions and restrictions:
1. By using the Milestone XProtect Web Client you accept Milestone’s general terms in this EULA.
2. The Product may only be used on computers and devices running operating systems for which the Product was designed.
3. The Product may only be used together with Milestone Mobile server, or dedicated product evaluation environments provided by Milestone.

Installation and Use – for the Milestone XProtect Screen Recorder product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
8. The Product may be installed on an unrestricted number of computers, and other devices, running the operating system for which the Product was designed (hereafter referred to as computers).
1. The Product may only be used for surveillance or for other video recording purposes of computers owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers’ or clients’ computers.
2. The Product may only be used together with Milestone XProtect VMS products and Milestone Husky NVR units.
3. For each use instance of the Product, one (1) camera license is required in the Milestone XProtect VMS product or Milestone Husky NVR unit.
4. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or the Milestone Husky NVR unit.

Installation and Use – for the Milestone XProtect Input Unit Plug-ins products the following applies:
1. The Product may only be used in connection with the XProtect Smart Client when used together with a Milestone XProtect VMS product or a Milestone Husky NVR unit, and shall be subject to the installation and use restrictions for these Products as set out in this EULA.
2. The Product may be installed on an unrestricted number of computers under one (1) Software License Code, as long as each of these computers have a valid license for the Product.

Installation and Use – for the Milestone XProtect Download Manager product (“Download Manager”) the following applies:
Milestone hereby grants you the right to install and use an unrestricted number of copies of the Download Manager with the following conditions and restrictions:
1. The Download Manager may only be used on computers running operating systems for which the Download Manager was designed.
2. The Download Manager may only be used in connection with the Milestone XProtect product with which it was delivered (the Original XProtect product). When used together with the Original XProtect product the Download Manager may also be used together with other compatible Milestone products and with third party products/components built upon the Milestone Software Development Kit or Milestone Integration Platform Software Development Kit.
3. The use of the Download Manager is further restricted by the End-user License Agreement of the Original XProtect product.

Installation and Use – for the Milestone Software Manager utility the following applies:
Milestone hereby grants you the right to install and use an unrestricted number of copies of the Milestone Software Manager with the following conditions and restrictions:
1. The Milestone Software Manager may only be used in connection with computers running operating systems for which the Milestone Software Manager was intended as well as in connection with computers running future operating systems Milestone may confirm to be supported by the Milestone Software Manager.

2. The Milestone Software Manager may only be used in connection with the Milestone XProtect products for which Milestone Software Manager was originally intended as well as with future products Milestone may confirm to be supported by the Milestone Software Manager.

3. By using the Milestone Software Manager to remotely install or update Milestone XProtect products on other computers you are regarded as being a system administrator of those computers ("Remote Computers"). Being a system administrator it is your responsibility to ensure the users of the Remote Computers understand and accept the EULAs of the Milestone XProtect products being installed or updated using the Milestone Software Manager, even in the case the installation process has been made unattended for the users of the Remote Computers and possibly invisibly for them as well. By remotely installing or updating a Milestone XProtect product on a Remote Computer you accept - as a system administrator - this responsibility, including the responsibility and liability for adherence to and compliance with this EULA by the users of Remote Computers.

**Installation and Use – for the Milestone XProtect Device Pack** product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The Product and its individual Device Drivers may only be used with officially compatible and rightfully licensed Milestone XProtect VMS products or Milestone Husky NVR units.
2. The Product and its individual Device Drivers may only be used on computers running operating systems for which the Product was designed.
3. The Product and its individual Device Drivers may be installed on an unrestricted number of computers designated as Recording Servers, Failover Recording Servers or NVR units.

**Installation and Use – for the Milestone ONVIF Bridge** product the following applies:
Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:
1. The Product may only be used on computers running operating systems for which the Product was designed.
2. The Product may only be used in connection with a rightfully licensed Milestone XProtect VMS (except XProtect Essential+) or Milestone Husky NVR unit supporting the Milestone Integration Platform.

**Installation and Use – for the Milestone System Watch** utility the following applies:
Milestone hereby grants you the right to install and use an unrestricted number of copies of the Milestone System Watch with the following conditions and restrictions:
1. The Milestone System Watch may only be used in connection with computers running operating systems for which the Milestone System Watch was intended as well as in connection with computers running future operating systems Milestone may confirm to be supported by the Milestone System Watch.
2. The approved Milestone products are: XProtect Express, XProtect Professional, Milestone Husky M30 and Milestone Husky M50; the Milestone System Watch may not be used separately, in connection with non-approved Milestone products, or in connection with non-Milestone products.

**Installation and Use – for the Milestone DirectShow Filter** product ("DirectShow Filter") the following applies:
Milestone hereby grants you the right to install and use the DirectShow Filter with the following conditions and restrictions:
1. The DirectShow Filter may be installed on an unrestricted number of computers running the operating system for which the Product was designed (hereafter referred to as computers).
2. The DirectShow Filter may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you.
3. The DirectShow Filter may only be used in connection with a Milestone XProtect VMS product, or a Milestone Husky NVR; the Product may not be used separately, in connection with non-approved Milestone products, or in connection with non-Milestone products.
4. The use of the DirectShow Filter is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or the Milestone Husky NVR unit.
5. The user agrees and warrants not to use the DirectShow Filter, or other technical tools, in ways that will enable a Milestone product to be used in a way that infringe Milestone’s End User License Agreement or licensing system for that product.
6. Even though Milestone strives to keep a high quality level of the Product, and to make it compatible with future versions of the Products, the user of the Product understands and accepts that: a) The Product may contain incorrect, misleading or out-dated material, documentation or sample products and source code. b) The Product may be incompatible with previous, present or future versions of the Milestone products. c) The Product may lack certain functionality or be incomplete in certain areas.

**Installation and Use – for the MIP SDK** (Milestone Integration Platform Software Development Kit) the following applies: Milestone hereby grants you the right to install and use the Product with the following restrictions:
1. The Product may be installed on an unlimited number of computers used for evaluation or development purposes.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you.

4. The Product may only be used in connection with Milestone XProtect products, Milestone Husky NVR products supporting the Milestone Integration Platform Software Development Kit, and approved OEM versions of Milestone XProtect products; the Product may not be used separately, in connection with non-Milestone products.

5. You may redistribute to 3rd parties the parts of the Product which have been specifically designated as redistributable components (these are the run-time executable files contained in the following subfolders of the Product’s installation folder: \bin, cabinet files from \CabFiles as well as the MilestoneDirectShow.exe installer under \installers), and provided that all licensing agreements, to include but not limited to those listed in the “3rd party software terms and conditions.txt” file in the \bin folder for the Product’s installation folder, are included in such redistribution, in connection with your own components as a part of a total solution used together with the rightly licensed Milestone approved product.

6. The use of the Product is further restricted by the standard clauses mentioned in End-user License Agreement of the Milestone product, or the OEM version of the Milestone product it is used together with.

7. You agree and warrant not using the Product, or other technical tools, in ways that will enable an end user to use a Milestone product, or an OEM version of a Milestone product in a way that may infringe the End User License Agreement covering the specific product, or break or circumvent the licensing system for the Milestone product or the OEM version of a Milestone product.

Use – for the Milestone Customer Dashboard utilities the following applies:

Milestone hereby grants you the right to enable and use the Milestone Customer Dashboard. By enabling the functionality you accept the following conditions and restrictions:

1. You agree to not alter, modify, or in any way tamper with the data transmitted to the online service.

2. Milestone cannot be held responsible for any loss of data caused by disruptions in communication between the product and online service, or from the online service and the used client.

3. You consent to share system configuration and performance data with the Milestone Customer Dashboard service. Examples of such system data is error information originating from cameras, system or network failures.

4. You also consent authorized Milestone partners to access the system configuration and performance data with the sole purpose of providing customer support services to you.

5. In addition to the general restrictions in Milestone’s liability defined in the section “Limitation of Liability” above, Milestone does not accept any liability arising out of a Milestone partner’s misuse of, or inability to use the Milestone Customer Dashboard.

6. The use of Milestone Customer Dashboard is conditioned by a valid Milestone Care Plus service contract. Milestone accepts no liability for possible interruptions in the service caused by failure to renew the Milestone Care Plus coverage in due time.

7. Additional third party charges may apply for using the Milestone Customer Dashboard service, including, but not limited to, communication cost.
End User Software License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SONICWALL PRODUCT. BY INSTALLING OR USING THE SONICWALL PRODUCT, YOU (AS THE CUSTOMER, OR IF NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) INDICATE ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR AND ON BEHALF OF THE CUSTOMER. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT USE THE PRODUCT AND RETURN IT TO THE PLACE OF PURCHASE WITH PROOF OF PURCHASE WITHIN THIRTY (30) DAYS OF PURCHASE FOR A REFUND. IF YOU PROCEED TO INSTALL OR USE THE SONICWALL PRODUCT, YOU WILL HAVE INDICATED ACCEPTANCE AND AGREEMENT WITH THE TERMS AND CONDITIONS HEREIN. NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT SHALL NOT SUPERSEDE ANY OTHER SIGNED AGREEMENT BETWEEN YOU AND SONICWALL THAT EXPRESSLY GOVERNS USE OF THE SONICWALL PRODUCT. IN INSTANCES WHERE YOU PURCHASE THROUGH A RESELLER OR DISTRIBUTOR, FINAL PRICES AND TERMS AND CONDITIONS OF SALE, INCLUDING WITHOUT LIMITATION ANY TERMS REGARDING PAYMENT OR RETURNS, WILL BE AS AGREED BETWEEN YOU AND THE THIRD PARTY FROM WHICH YOU MAKE SUCH PURCHASES; HOWEVER, THE TERMS SET FORTH HEREIN REGARDING YOUR USE OF THE SOFTWARE REMAIN APPLICABLE.

“Product” means the SonicWALL labeled hardware and related documentation (“Hardware”) and/or proprietary SonicWALL labeled software, firmware and related documentation (“Software”) purchased by you (“Customer” or “you”) either directly from SonicWALL or a Reseller. “Services” means the Support Services described below and any other services provided with or for the Products directly by SonicWALL or its agents. “Reseller” shall mean those entities to which SonicWALL or SonicWALL’s authorized distributors distribute the Products for resale to end users. Except as otherwise agreed upon by the parties, this Agreement will also cover any updates and upgrades to the Products provided to Customer by SonicWALL directly or through a Reseller (except as might be otherwise indicated, such updates and upgrades shall be deemed Products).

1 LICENSE(S) AND RESTRICTIONS

a Licenses—Subject to the terms and conditions of this Agreement, SonicWALL grants to Customer, and Customer accepts from SonicWALL, a nonexclusive, non-transferable (except as otherwise set forth herein) and non-sublicensable license (“License”) to: (i) execute and use the Software on the Hardware with which the Software is provided (pre-installed) in accordance with the applicable Documentation; and, (ii) for Software provided in standalone form (without Hardware), install, execute and use the Software on the Hardware or hardware device(s) on which it is intended to be used in accordance with the applicable Documentation and the License purchased. If Customer purchased multiple copies of standalone Software, Customer’s License to such standalone Software includes the right to install, use and execute up to the number of copies of Software Licenses purchased.

In addition, the License includes the right to (x) make a reasonable number of additional copies of the Software to be used solely for non-production archival purposes, and (y) make and use copies of the end user documentation for Hardware and/or Software provided with the Products (“Documentation”) as reasonably necessary to support Customer’s authorized users in their use of the Products.

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c For Customer’s Internal Business—Each License shall be used by Customer solely to manage its own internal business operations as well as the business operations of its Affiliates. Notwithstanding the foregoing, if Customer is in the regular business of providing firewall, VPN or security management for a fee to entities that are not its Affiliates (“MSP Customers”), Customer may use the Products for its MSP Customers provided that either (i) Customer, and not MSP Customers, maintain control and possession of the Products, and (ii) MSP Customers do not use the Software. If MSP Customers have possession and/or control of Products in whole or in part, this Agreement must be provided to MSP Customers and they must agree that their use of the Products is subject to the terms and conditions of this Agreement. Customer will not provide, make available to, or permit use of the Software in whole or in part by, any third party, including MSP Customers and contractors, without SonicWALL’s prior written consent, unless such use by the third party is solely on Customer’s behalf, is strictly in compliance with the terms and conditions of this Agreement, and Customer is liable for any breach of this Agreement by such third party. Customer agrees to indemnify and hold SonicWALL harmless from and against any claims by MSP Customers against SonicWALL relating to the Products and/or Customer’s services for MSP Customers. “Affiliate” means any legal entity controlled by a party to this Agreement, but only for so long as such control relationship exists.

d Evaluation License—If the Software is provided by SonicWALL or a Reseller at no charge for evaluation purposes, then Section 1(a) above shall not apply to such Software and instead Customer is granted a non-production License to use such Software and the associated documentation solely for Customer’s own internal evaluation purposes for an evaluation period of up to thirty (30) days from the date of delivery of the Software, plus any extensions granted by SonicWALL in writing (the “Evaluation Period”). There is no fee for Customer’s use of the Software for nonproduction evaluation purposes during the Evaluation Period, however, Customer is responsible for any applicable shipping charges or taxes which may be incurred, and any fees which may be associated with usage beyond the scope permitted herein. NOTWITHSTANDING ANYTHING OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT EVALUATION SOFTWARE IS PROVIDED “AS IS” AND THAT SONICWALL DOES NOT PROVIDE A WARRANTY OR MAINTENANCE SERVICES FOR EVALUATION LICENSSES, AND SONICWALL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE EVALUATION SOFTWARE THROUGH AND AFTER THE EVALUATION PERIOD AND HAS NO DUTY TO PROVIDE SUPPORT TO CUSTOMER.

e Restrictions—Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative
2 OWNERSHIP

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3 TERMINATION OF LICENSE(S)

All licenses to the Software hereunder shall terminate if Customer fails to comply with any of the provisions of this Agreement and does not remedy such breach within thirty (30) days after receiving written notice from SonicWALL. Customer agrees upon termination to immediately cease using the Software and to destroy all copies of the Software which may have been provided or created hereunder.

4 SUPPORT SERVICES

SonicWALL's current Support Service offerings ("Support Services") and the terms and conditions applicable to such Support Services are set forth in SonicWALL's Support Services Terms located http://www.sonicwall.com/us/support/Services.html and are incorporated herein by reference. Support Services may require an additional fee. Unless otherwise agreed to in writing, SonicWALL's Support Services are subject to SonicWALL’s Support Services Terms which are in effect at the time the Support Services are purchased by Customer, and these terms and conditions will be incorporated herein by reference at that time. SonicWALL reserves the right to change the Support Services Terms from time to time by posting such changes on its website, which shall apply to any Support Services purchased on or after the date of such posting.

5 SONICWALL WARRANTY

a Warranty—SonicWALL warrants to Customer (original purchaser Customer only) that for the applicable warranty period ("Warranty Period") the Hardware will be free from any material defects in materials or workmanship and the Software, if any, will substantially conform to the Documentation applicable to the Software and the License purchased ("Limited Warranty"). Except as may be indicated otherwise in writing by SonicWALL, the Warranty Period for Hardware is one year from the date of registration of the Hardware Product to Customer, and the applicable warranty period for Software is ninety days from the date of registration of the Software Product (or if sooner, seven days after initial delivery of the Hardware Product to Customer), and the applicable warranty period for Software is ninety days from the date of registration of the Software Product (or if sooner, seven days after initial delivery/download) of the Software Product to/by Customer. SonicWALL does not warrant that use of the Product(s) will be uninterrupted or error free nor that SonicWALL will correct all errors. The Limited Warranty shall not apply to any non-conformance (i) that SonicWALL cannot recreate after exercising commercially reasonable efforts to attempt to do so; (ii) caused by misuse of the Product or by using the Product in a manner that is inconsistent with this Agreement or the Documentation; (iii) arising from the modification of the Products by anyone other than SonicWALL; or (iv) caused by
any problem or error in third party software or hardware not provided by SonicWALL with the Product regardless of whether or not the SonicWALL Product is designed to operate with such third party software or hardware. SonicWALL’s sole obligation and Customer’s sole and exclusive remedy under any express or implied warranties hereunder shall be for SonicWALL to use commercially reasonable efforts to provide error corrections and/or, if applicable, repair or replace parts in accordance with SonicWALL’s Support Services Terms. Customer shall have no rights or remedies under this Limited Warranty unless SonicWALL receives Customer’s detailed written warranty claim within the applicable warranty period.

b Disclaimer—EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SONICWALL HEREBY DISCLAIMS ON BEHALF OF ITSELF, ITS SUPPLIERS, DISTRIBUTORS AND RESELLERS ALL WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, APPLICABLE TO THE PRODUCTS, SERVICES AND/OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6 LIMITATION OF LIABILITY
The Products are not designed, manufactured, authorized or warranted to be suitable for use in any system where a failure of such system could result in a situation that threatens the safety of human life, including without limitation any such medical, life support, aviation or nuclear applications. Any such use and subsequent liabilities that may arise from such use are totally the responsibility of Customer, and all liability of SonicWALL, whether in contract, tort (including without limitation negligence) or otherwise in relation to the same is excluded. Customer shall be responsible for mirroring its data, for backing it up frequently and regularly, and for taking all reasonable precautions to prevent data loss or corruption. SonicWALL shall not be responsible for any system downtime, loss or corruption of data or loss of production. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SONICWALL, ITS SUPPLIERS, DISTRIBUTORS OR RESELLERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST OR CORRUPTED DATA, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS, REPUTATION, GOODWILL OR OTHER ECONOMIC LOSS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS OR THE SERVICES, WHETHER OR NOT BASED ON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT SONICWALL HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SONICWALL’S MAXIMUM LIABILITY TO CUSTOMER ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY SONICWALL FOR THE PRODUCTS AND THE SERVICES PURCHASED BY CUSTOMER, PROVIDED THAT WHERE ANY CLAIM AGAINST SONICWALL RELATES TO PARTICULAR PRODUCTS AND/OR SERVICES, SONICWALL’S MAXIMUM LIABILITY SHALL BE LIMITED TO THE AGGREGATE AMOUNT RECEIVED BY SONICWALL IN RESPECT OF THE PRODUCTS AND/OR SERVICES PURCHASED BY CUSTOMER AFFECTED BY THE MATTER GIVING RISE TO THE CLAIM. (FOR MAINTENANCE SERVICES OR A PRODUCT SUBJECT TO RECURRING FEES, THE LIABILITY SHALL NOT EXCEED THE AMOUNT RECEIVED BY SONICWALL FOR SUCH MAINTENANCE SERVICE OR PRODUCT PURCHASED BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM).

CUSTOMER EXPRESSLY AGREES TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION, AND ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THESE LIMITATIONS, THE PRICES CHARGED FOR THE PRODUCTS AND SERVICES WOULD BE HIGHER.

7 GOVERNMENT RESTRICTIONS
Customer agrees that the Products provided under this Agreement, which may include technology and encryption, are subject to the customs and export control laws and regulations of the United States, may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Customer or Customer’s system is located, and may also be subject to the customs and export laws and regulations of the country in which the Products are rendered or received. Customer agrees to abide by those laws and regulations. Customer agrees that it will not export or re-export the Products without SonicWALL’s prior written consent, and then only in compliance with all requirements of applicable law, including but not limited to U.S. export control regulations. Customer has the responsibility to obtain any required licenses to export, re-export or import the Products. Customer shall defend, indemnify and hold SonicWALL and its suppliers harmless from any claims arising out of Customer’s violation of any export control laws relating to any exporting of the Products. By accepting this Agreement and receiving the Products, Customer confirms that it and its employees and agents who may access the Products are listed on any governmental export exclusion lists and will not export or re-export the Products to any country embargoed by the U.S. or to any specially denied national (SDN) or denied entity identified by the U.S. Applicable export restrictions and exclusions are available at the official web site of the U.S. Department of Commerce Bureau of Industry and Security (www.bis.doc.gov). For purchase by U.S. governmental entities, the technical data and computer software in the Products are commercial technical data and commercial computer software as subject to FAR Sections 12.211, 12.212, 27.405-3 and DFARS Section 227.7202. The rights to use the Products and the underlying commercial technical data and computer software is limited to those rights customarily provided to the public purchasers as set forth in this Agreement. The Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

8 GENERAL
a Governing Law and Venue—This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the County of Santa Clara, State of California, United States of America. Each party hereby agrees to submit to the jurisdiction of such courts. Notwithstanding the foregoing, SonicWALL is entitled to seek immediate injunctive relief in any court of competent jurisdiction in the event of any alleged breach of Section 1 and/or to otherwise protect its intellectual property.

b Assignment—Except as otherwise set forth herein, Customer shall not, in whole or part, assign or transfer any part of this Agreement or any rights hereunder without the prior written consent of SonicWALL. Any attempted transfer or assignment by Customer that is not permitted by this Agreement shall be null and void. Any transfer/assignment of a License that is permitted hereunder shall require the assignment/transfer of all copies of the applicable Software along with a copy of this Agreement, the assignee must agree to all terms and conditions of this Agreement as a
condition of the assignment/transfer, and the License(s) held by the transferor Customer shall terminate upon any such transfer/assignment.

c **Severability**—If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

d **Privacy Policy**—Customer hereby acknowledges and agrees that SonicWALL's performance of this Agreement may require SonicWALL to process or store personal data of Customer, its employees and Affiliates, and to transmit such data within SonicWALL or to SonicWALL Affiliates, partners and/or agents. Such processing, storage, and transmission may be used for the purpose of enabling SonicWALL to perform its obligations under this Agreement, and as described in SonicWALL's Privacy Policy (www.SonicWALL.com/us/Privacy_Policy.html, “Privacy Policy”) and may take place in any of the countries in which SonicWALL and its Affiliates conduct business. SonicWALL reserves the right to change the Privacy Policy from time to time as described in the Privacy Policy.

e **Notices**—All notices provided hereunder shall be in writing, delivered personally, or sent by internationally recognized express courier service (e.g., Federal Express), addressed to the legal department of the respective party or to such other address as may be specified in writing by either of the parties to the other in accordance with this Section.

f **Disclosure of Customer Status**—SonicWALL may include Customer in its listing of customers and, upon written consent by Customer, announce Customer’s selection of SonicWALL in its marketing communications.

g **Waiver**—Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

h **Force Majeure**—Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures.

i **Audit**—Customer shall maintain accurate records to verify compliance with this Agreement. Upon request by SonicWALL, Customer shall furnish (a copy of) such records to SonicWALL and certify its compliance with this Agreement.

j **Headings**—Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term “including” is used in this Agreement it will be construed in each case to mean “including, but not limited to.”

k **Entire Agreement**—This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial proceeding that may involve the Agreement. This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein. This Agreement may be modified only through a written instrument signed by both parties.
End User License Agreement (EULA)

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   c. Remotely Stored Components. The Software may also include a software code component for operating one or more devices remotely. You may install and/or use one copy of such component of the Software on a remote storage device on an internal network with all of the devices and may operate such component with each device over the internal network solely in the manner set forth in any accompanying documentation or, in the absence of such, solely in the manner contemplated by the nature of the Software; provided however, you must still acquire the required number of licenses for each of the devices with which such component is to be operated.

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retrieve, copy or otherwise transfer that software component to any other media or device without Tyco's express prior written authorization.

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e. Subsequent EULA. Tyco may also supersede this EULA with a subsequent EULA pursuant to providing you with any future component, release, upgrade or other modification or addition to the Software. Similarly, to the extent that the terms of this EULA conflict with any prior EULA or other agreement between you and Tyco regarding the Software, the terms of this EULA shall prevail.

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