

AVIGILON CORPORATION

End User License Agreement for Avigilon Control Center Mobile 3

Effective July 5, 2019

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- 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

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- 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.
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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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FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR TEN CANADIAN DOLLARS (CAD\$10.00).

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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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 expenses including, without limiting the generality of the foregoing, legal fees and disbursements actually incurred, together with all applicable taxes, which any such indemnified person under this Section 15 may be liable 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).
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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.
- All data which is provided to Google will become subject to Google's privacy policy which is located here: [www.google.com/privacy.html](http://www.google.com/privacy.html). For further information on how Google's Firebase analytics tool uses data, please see the site "How Google uses data when you use our partners' sites or apps", (located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/)).
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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- 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.