

AVIGILON CORPORATION

END USER LICENSE AGREEMENT Effective December 1, 2016

This End User License Agreement (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) the software accompanying, or being used in association with, this Agreement, including computer 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").

By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, You agree to be bound by the terms of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not open, download, install, copy, or otherwise use the Software.

- 1. <u>Grant of License</u>. Subject to the payment of applicable license fees, and as long as You comply with the terms of this Agreement, Avigilon grants You a limited use, non-exclusive license to use the Software in the manner and for the purposes described in this Agreement and the Documentation. Your use of the Software is subject to the following principal conditions:
 - a. Subject to the limitations on the use of the Software's server application (the "Server Application") set forth in Section 1(b), You may install the Software on any number of computers at Your premises.
 - b. If You have licensed an edition of the Software that only permits the Server Application to be installed on a single server, you may only install the Server Application on one server. If you have licensed an edition of the Software that permits the Server Application to be installed on more than one server (subject to a specified maximum number of servers), You may install the Software's Server Application on up to that maximum number of servers, provided that all such servers are configured to work together in a cluster (a "Site").
 - c. Components of the Software that are protected by a software or hardware key or other device may be used on any computer, or cluster of servers forming the Site, on which the key is installed and activated. If the key locks the Software to a particular computer, or cluster of servers forming the Site, the Software may only be used on that computer or cluster of servers, as applicable. You agree that You will not attempt to circumvent the mechanisms that bind software or hardware license keys to a particular computer or cluster of servers forming a Site.
 - d. You acknowledge that You must activate the Software with Avigilon and that there may be instances where You are required to subsequently reactivate the Software when You make certain hardware changes or configuration changes to the Software.
- 2. <u>Backup Copy</u>. You may make a reasonable number of copies of the Software for purposes of backup and disaster recovery.



3. Intellectual Property Rights. The Software is licensed, not sold, to You. The Software and any authorized copies that You make are the intellectual property of, and are owned by, Avigilon and, as applicable, its suppliers and licensors. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Avigilon and, as applicable, its suppliers and licensors. The Software is protected by law, including but not limited to the copyright laws of the United States, Canada, and other countries, and by international treaty provisions. Except as expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in the Software, and all rights not expressly granted in this Agreement are reserved by Avigilon and, as applicable, its suppliers and licensors. This Agreement does not grant You any rights in connection with any trademarks of Avigilon.

4. Limitations and Restrictions.

- a. <u>Copy Protections</u>. 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. <u>Restrictions</u>. 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, except as set forth in this Agreement. You will take reasonable steps to prevent any unauthorized copying of the Software.
- c. <u>Locally Stored Components</u>. The Software may include a software code component that may be stored and operated locally on one or more devices. Once You have paid the required license fees for these devices (as determined by Avigilon in its sole discretion), You may install, use, or install and use, one copy of such component of the Software on each of the devices as licensed by Avigilon. You may then use such component of the 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.
- d. <u>Embedded Software/Firmware</u>. The Software may also include a software code component that is resident in a device as provided by Avigilon for operating that device. You may use such component of the Software solely in connection with the use of that device, but may not retrieve, copy or otherwise transfer that software component to any other media or device without Avigilon's express prior written authorization.
- e. <u>Modifications and Derivative Works</u>. 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.
- f. 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.



- 5. <u>Termination</u>. Without prejudice to any other rights, Avigilon may terminate this Agreement without notice if You fail to comply with the terms and conditions of this Agreement. In such event, You must destroy all copies of the Software (including backup copies) and all of its component parts. To the extent the Software is embedded in hardware or firmware, You will provide prompt access to Avigilon or its representatives to remove or lock Software features or functionality as Avigilon determines.
- 6. 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.
- 7. <u>Applicable Laws</u>. Some jurisdictions prohibit the recording of audio, video, personal information, or any combination of audio, video and personal information, under certain circumstances. You agree that You will at all times use the Software in conformity with all applicable laws of 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. Any breach of the foregoing is a material breach of this Agreement that operates to terminate the license for the Software immediately without notice, rendering any further use of the Software unlawful.
- 8. <u>Support Services</u>. 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. <u>Upgrades and Updates</u>. 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 do not increase the number of copies of the Software licensed to You. If the Software licensed under this Agreement is an upgrade or update of a component of a package of software programs that You previously licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer unless and to the extent that You are licensed to use the previously licensed software on more than one computer. Software upgrades and updates downloaded free of charge via an Avigilon authorized World Wide Web or FTP site may be used to upgrade multiple computers provided that You are licensed to use the original software being upgraded or updated on those computers. Upgrades and updates may be licensed to You by Avigilon with additional or different terms.
- 10. <u>U.S. Government License Rights</u>. If the end user is the government of the United States of America or any contractor therefor, the following provision shall apply: The Software is provided to the U.S. government as commercial computer software, computer software documentation, or computer software and computer software documentation, 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 the U.S. government shall have



only those rights specified in the license set forth in this Agreement as per FAR 12.212 (for civilian agencies) and DFAR 227.7202-1 and 227.7202-4 (for the Department of Defense). If said license fails to meet the U.S. government's needs or is inconsistent in any respect with U.S. federal law, the U.S. government agrees to return the Software, unused, to Avigilon.

- 11. <u>Transfer</u>. 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 component parts, the media and printed materials, 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. Warranty. Avigilon warrants that the medium on which the Software is recorded, and any software or hardware key associated with the Software, will be free of defects in materials and workmanship under normal use for a period of sixty (60) days from the date of Your receipt of the original Software licensed under this Agreement. For media that do not operate as warranted, Avigilon shall, at its option, repair or replace the media with the same or alternate type of media at no additional cost to You provided that You send Avigilon a replacement request, the defective media, and documentation evidencing the date and amount You paid for the Software prior to the expiration of the sixty (60) day warranty period.

THIS SECTION SETS FORTH AVIGILON'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE SOFTWARE OR SUPPORT SERVICES PROVIDED AS PART OF OR IN CONNECTION WITH THE SOFTWARE OR THE SUPPORT SERVICES.

EXCEPT AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, 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) WORMANLIKE 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 ERROR-FREE, 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. THE WARRANTY MADE BY AVIGILON MAY BE VOIDED BY ABUSE OR MISUSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER MANDATORY LAW THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.



- 13. Exclusive Remedy. Avigilon's entire liability and Your exclusive remedy under the warranty set forth above will be, at Avigilon's option, to: (a) attempt to correct Software errors with efforts Avigilon believes suitable to the problem; (b) replace at no cost the recording medium, Software or documentation with functional equivalents as applicable; or (c) refund a pro-rated portion of the license fee paid for such Software (less depreciation based on a two-year life expectancy) and terminate this Agreement, provided, in each case, that Avigilon is notified in writing of all warranty problems during the applicable warranty period. Any replacement item will be warranted for the remainder of the original warranty period. No remedy is provided for failure of the Software if such failure is the result of accident, abuse, alteration or misapplication with respect to the Software or any hardware on which it is loaded. Warranty service or assistance may be provided remotely.
- 14. <u>Limitation of Liability</u>. IN NO EVENT SHALL AVIGILON OR ITS SUPPLIERS 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) 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, AND EVEN IF AVIGILON OR ANY SUPPLIER 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.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF AVIGILON AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR, REPLACEMENT OR REFUND ELECTED BY AVIGILON WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY OF SECTION 12) 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.

15. <u>Indemnity by Avigilon</u>. Avigilon will indemnify and hold You harmless from and against any and all claims, suits or proceedings based on an allegation that the Software infringes the intellectual property rights of any third party, provided that: (a) You notify Avigilon in writing within 10 days of becoming aware of the claim, 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 an intellectual property right, 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.

The foregoing states the entire liability of Avigilon with respect to any actual or alleged infringement of any intellectual property right.

- 16. <u>Indemnity by You</u>. You will defend, indemnify and save harmless each of Avigilon, its affiliates, and their respective directors, officers and employees 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 16 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.
- 17. 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.
- 18. <u>Jurisdiction</u>. 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 and Your programs are distributed under the terms of that license. If applicable, a copy of such source code may be obtained free of charge by contacting Your Avigilon representative.

- 20. <u>Collection of Data</u>. At the time of activation of the Software, Avigilon may collect information about the computer(s) on which You have installed or will be using the Software. This information represents a configuration of Your computer(s) at the time of activation but includes no personal information, information about other software or data on Your computer, or information about the specific make or model of Your computer(s). The information will be used solely for activation of the Software to associate Your computer(s) with the license keys and to identify Your computer(s). Avigilon, with Your permission, may also collect data and use technical information regarding Your use of the Software, but 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.
- 21. <u>Demonstration and Evaluation Copies</u>. A demonstration or evaluation copy of the Software is covered by this Agreement, provided that the licenses contained in this Agreement expire at the end of the demonstration or evaluation period.
- 22. <u>Enurement</u>. 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.
- 23. <u>Severability</u>. 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.
- 24. <u>Non-Waiver</u>. 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.
- 25. <u>Compliance with Licenses</u>. 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.
- 26. <u>Additional Restrictions</u>. 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.
- 27. <u>Tools and Utilities</u>. Software distributed via an Avigilon-authorized World Wide Web or FTP site (or similar Avigilon-authorized distribution means) as a tool or utility may be copied and installed without limitation provided that the Software is not distributed or sold and the Software is only used for the intended purpose of the tool or utility and in conjunction with Avigilon products. All other terms and conditions of this Agreement continue to apply.