

Cloud Services

Subscription Addendum

This document (the “**Subscription Addendum**”) is an addendum to the Cloud Services – Terms of Service (available at www.genetec.com/legal/cloudtos; below referred to as “**Terms of Service**”) and defines the specific additional terms and conditions under which Genetec agrees to sell a subscription to a Cloud Service to the Subscriber.

This Subscription Addendum is subject to the terms and conditions outlined in the Terms of Service. Capitalized terms used but not defined in this Subscription Addendum will have the meaning assigned to them in the Terms of Service. Unless expressly stated otherwise below, in the event of any inconsistency or conflict between the Terms of Service and the terms of this Subscription Addendum, the Terms of Service will prevail.

1. Purpose

- a. **Scope.** Access and use of the Cloud Services are governed by the Terms of Service. The purpose of this Subscription Addendum is to define the additional terms pertaining to the procurement of a Cloud Service directly from Genetec. As such, this Subscription Addendum applies to you only to the extent that Genetec agreed to act as the sales channel itself and sell you a subscription to a Cloud Service directly and not through an authorized third-party reseller.
- b. **Application.** To the extent that this Subscription Addendum applies to your purchase of a subscription plan to a Cloud Service, this Subscription Addendum will be deemed part of the Terms of Services and incorporated therein by reference. For avoidance of doubt, if you procure a subscription to a Cloud Service through a third-party authorized sales channel, then the terms of this Subscription Addendum shall not apply to such subscription and, in addition to the Terms of Service, terms and conditions defined by such third-party sales channel will apply to your procurement of the relevant Cloud Service.

2. Procurement of Cloud Services

- a. **Orders.** Subscriber may purchase a subscription to a Cloud Service by executing a subscription order in the form provided by Genetec and submitting it physically or electronically through the dedicated subscription portal, by email or other supported means as defined by Genetec from time to time (an “**Order**”). The Order will, amongst other things, identify the Cloud Service requested by Subscriber together with: (i) the Cloud Service pertaining to the subscription; (ii) the subscription plan, tier or option selected by you (the “**Plan**”); (iii) the amounts payable to Genetec for the subscription to such Plan (the “**Fees**”); (iv) the subscription period; (v) the applicable taxes, if any; and (v) such other details as may be relevant for the Order or the provision of the relevant Cloud Service. Unless stated otherwise in the Order, all Fees are quoted and invoiced in United States dollars (USD).
- b. **Order validity.** An Order will become binding when it is received and accepted by Genetec either in writing or through other supported manual or automated mechanisms (such as, for example, a Cloud Service provisioning portal). Genetec may also accept an Order by making available the requested Cloud Service to the Subscriber.
- c. **Fees on renewal.** Genetec’s subscription Fees are subject to change at any time. We will give you a notice to that regard, either by email, through the Cloud Service, the Cloud Service subscription portal, by publishing such changes on our website or through other means available to us. However, such changes will not impact any then-current subscription that the Subscriber may have until the later of (i) the expiration of your then-current subscription Plan term; or (ii) sixty (60) days following the date of such change. This means that, unless you change your Plan during your

subscription term, the Fees payable for your then-current subscription will not change during the Initial Term or the then-current Renewal Term applicable to your Plan. Subject to the above, renewals will be charged at the rates in force at the time of renewal.

- d. **Optional features.** Genetec may make available for purchase, in relation to a given Plan, certain additional capabilities, enhancements or other optional features that are not included by default in that Plan (each an “**Optional Feature**”). If the Subscriber wishes to procure any Optional Feature in relation to its Plan during its term, the Fees pertaining to each such Optional Feature will be charged at the prices in effect at the time the subscription to the Optional Feature is purchased by the Subscriber, but prorated to the remainder of the then-current subscription term left in the Plan. Purchased Optional Features will be linked to the specific Cloud Service Plan subscribed to by the Subscriber and will, therefore, be automatically renewed or terminated at the same time as the main Plan.
- e. **Subscription duration and renewal.** Unless the Order defines the start date of your subscription to a Cloud Service Plan, your subscription to such Cloud Service Plan will begin on the later of (i) the date of Genetec’s acceptance of the relevant Order, (ii) the date on which Genetec grants you access to the Cloud Service covered in such Order (the “**Start Date**”). The original term of your subscription to the Plan will expire at the end of the subscription period defined in the Order or such other period covered by the Plan following the Start Date (the “**Initial Term**”). Unless expressly stated otherwise on the Order, upon the expiration of the Initial Term, your subscription to the Plan (and to related Optional Features, if any) will automatically renew for additional successive periods of the same duration as the Initial Term (each a “**Renewal Term**”; and all Renewal Terms together with the Initial Term are referred to as the “**Subscription Term**”), unless you provide us with a notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or then-current Renewal Term (as applicable). Such non-renewal notices shall be given to us through automated means made available as part of the Cloud Service, a dedicated subscription portal made available by Genetec in relation to certain Cloud Services, or by contacting us in writing. Unless expressly agreed to otherwise between you and us, your subscription will renew for each Renewal Term at the then-current Genetec subscription rate applicable to your Plan and the related Optional Features, as applicable.
- f. **Plan changes.** If you choose to upgrade your Plan during its Initial Term or a Renewal Term to another Plan, then we will apply, as a credit towards your payment of the subscription Fees for the new Plan, the prorated Fees until the end of such Initial Term or Renewal Term (as applicable) under the old Plan. As such, you will be required to only pay the outstanding balance of Fees payable to Genetec for the new Plan until the expiration of such Initial Term or Renewal Term (as applicable). For clarity, no refund will be issued for any prepaid Fees in case of Plan downgrades. Certain Optional Features may not be available in relation to the new Plan. If the Optional Feature is not compatible with the new Plan, the Optional Feature will be terminated and not renewed. You may contact Genetec to confirm the availability of a given Optional Feature in relation to the new Plan before you request a Plan change. In any case, it is your responsibility to ensure that the Optional Feature is available in relation to the new Plan before you request a Plan change.

3. Provision of Cloud Services

- a. **No suspension for convenience.** Cloud Services are provided on a continuous basis and Genetec will not agree to temporarily suspend the Term of your Plan for your convenience.
- b. **Support.** Subject to payment of the corresponding Fees, Genetec will provide the support services specified in the applicable Order or the details of the Plan and/or the Optional Feature procured by you. Genetec’s responsibility in providing support to the Subscriber will consist of Genetec using commercially reasonable efforts to identify and resolve all in-scope issues as the result of which the Cloud Services do not perform in a manner consistent with the Terms of Service and the relevant Genetec documentation. In certain cases, we may need to access your systems or your instance of the Cloud Service, remotely or physically, to provide support in relation to an issue. In those cases, we will ask you to grant us such access as may be reasonably necessary for us to perform support services. You understand that if you do not grant us such access, we may not be

able to provide you such support or help resolve the issue with respect to which you requested our support in the first place.

- c. **Service level commitments.** Where we agree to issue a service level credit as the result of our inability to achieve the service level commitments pertaining to a Cloud Service, as set out in the Service Level Addendum to the Terms of Service, available www.genetec.com/legal/cloudsla, such service level credits will be applied as a billing credit towards future invoices under this Subscription Addendum or reimbursed for any outstanding billing credits at the expiration or termination of this Subscription Addendum.

4. Invoicing and Payment

- a. **Invoicing and payment.** Fees shall be paid based on invoices issued by Genetec. Invoices for annual subscriptions will be issued on or about the first business day of the first month following the activation (for the Initial Term), and thereafter, annually, upon renewal. Invoices for monthly subscriptions will be issued on or about the first business day of the first month following the activation (for the Initial Term), and thereafter, on monthly basis, on or about the first business day of each month. All invoices are payable within thirty (30) days from the date of issuance.
- b. **Payment method.** Unless expressly stated in the Order or otherwise agreed to in writing between you and us, subscriptions to Cloud Services must be paid for via a valid credit or debit card (through major payment card networks generally accepted by Genetec). If you opted for a pre-authorized method of payment, you are expressly authorizing us to have charged all the Fees and other applicable charges pertaining to your procurement of Cloud Services to the payment card that you'll have provided in relation to your subscription, which includes the Fees for recurring payments for subscriptions, payment for any Optional Features, as well as any other charges payable under your Plan or the Terms of Service (including any applicable addendum or Cloud Services Supplement thereto). Recurring charges will be charged to your payment card monthly, annually or at such other frequency which corresponds to the Plan and the Optional Features, if any, selected by you.
- c. **Processing of payments and chargebacks.** Unless otherwise agreed to in writing by between you and us, all payments will be processed by a third-party and Genetec will not store your payment card data. Payment processing will be subject to the payment processor's terms and conditions and privacy policy. For the purpose of this section, payment processing is deemed to be a Third-Party Service, as defined in the Terms of Service, and Genetec shall have no liability to you or your Users for such payment processor's access and use of your payment card data and such payment processor's compliance with its own terms of service and privacy policy. Credit and debit card payments are subject to the approval of the card issuer, and Genetec will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. You are responsible for any credit card chargeback or similar fees for refused or rejected payments chargeable by your card issuer or the third-party payment processor. Genetec reserves the right to further charge you an administrative fee for refused or rejected payments processed under this Subscription Addendum.
- d. **Non-payment.** If Genetec has not received payment within thirty (30) days after the due date, or if the payment card associated with your account is declined or fails for any reason, we will send you a written warning notice in such case (using the contact information associated with your account for the Cloud Service) and allow you a reasonable time (under the circumstances) to issue your payment to us. Except for any invoiced amounts disputed in good faith by you, and without prejudice to any other remedies available to us, we reserve the right to charge you an annual interest rate of nine percent (9%) above the policy interest rate of the Bank of Canada, or the maximum amount permitted by law, whichever is lower, compounded monthly, until the full payment is received. In addition, in the event legal action is taken by us for payment, you agree that we may recover costs of collection and reasonable attorney's fees. We further reserve the right to suspend or terminate your access to the Cloud Service if you fail to pay your Fees as they become due.
- a. **Taxes.** Unless expressly stated otherwise by Genetec, all Fees are exclusive of applicable sales, value-added and other similar taxes, all of which shall be paid by you in addition to such Fees. You

hereby confirm that we may rely on the information that you provided to us as part of the Order as being the place of supply for such tax purposes. If you are legally entitled to an exemption from the payment of any taxes, you must promptly provide us with a valid tax exemption certificate for each requested taxing jurisdiction. Unless otherwise prohibited by law, we will apply the benefits of any requested tax exemption to charges occurring under your account on a going-forward basis following our receipt and processing period of each such tax exemption certificate.

- b. **Invoicing errors and disputes.** If you reasonably and in good faith dispute any portion of the invoiced Fees, you must provide us written notice to that regard within thirty (30) days from the date of your receipt of the relevant invoice, identifying in detail the reasons for the dispute, the amount being disputed, as well as submitting to us all relevant proof as may be reasonably necessary for us to validate your claim. Your dispute as to any portion of the invoice will not excuse your obligation to timely pay the undisputed portion of such invoice. Upon resolution of the dispute between you and us, you must pay any unpaid but payable amounts within thirty (30) days, without further notice from us. Any amounts that are found to be in error resulting in an overpayment by you will be applied as a billing credit towards future invoices or reimbursed for any outstanding billing credits at the expiration or termination of this Subscription Addendum.

5. Term and Termination

- a. **Term of this addendum.** The Term of this Subscription Addendum will commence on the date of Genetec's acceptance of the Order and continue until all Plans under all Orders hereunder are terminated or expire, unless terminated earlier in accordance with the terms of this Subscription Addendum or the Terms of Service.
- b. **Effect of termination.** If you terminate the Terms of Service or any Plan or Optional Feature as a result of a material breach by Genetec of its obligations under the Terms of Service, you will not be liable for any Fees payable for the period following the date of such termination of the Terms of Service, the Plan or Optional Features (except for those Fees arising from your use of the Cloud Services prior to them being disconnected), and we will issue to you a prorated refund of all prepaid and unused Fees paid by you for terminated Cloud Services. If, however, you terminate the Terms of Service or any Plan or Optional Feature for any reason other than as a result of a material breach by Genetec of our obligations under the Terms of Service, you will not be eligible to a refund of any prepaid Fees and must, to the extent permitted by applicable law and without limiting any other right or remedy of Genetec, pay, within thirty (30) days of such termination, all amounts that have accrued prior to such termination, as well as Fees payable for the remainder of the Initial Term or the then-current Renewal Term pertaining to your subscription Plan.

Last updated on September 17, 2020. This Subscription Addendum may be modified in accordance with the Terms of Service. The latest version of this Subscription Addendum may be found at www.genetec.com/legal/cloudsa. We invite you to subscribe to the legal notifications in our [Email Subscription Center](#) to, among other things, be notified of any major changes to this document.