

Cloud Services

Terms of Service

Thank you for choosing Genetec products. This document (the “**Terms of Service**”) describes the terms and conditions under which Genetec Inc. (referred to as “**Genetec**”, “**we**”, “**us**” or “**our**”) enables its customer (either you as an individual, or the legal entity that you represent, or for the benefit of which you are agreeing to these Terms of Service and have the full power and authority to bind contractually, as applicable; referred to as the “**Subscriber**”, “**you**”, “**your**” or “**yours**”) to access and use our software-as-a-service and other cloud technology solutions and the associated services made available by Genetec (each a “**Cloud Service**”). The Cloud Services may be accessed by the Subscriber directly, or by its employees or other authorized users acting on its behalf (each a “**User**”).

PLEASE READ THIS DOCUMENT CAREFULLY. THESE TERMS OF SERVICE CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN THE CUSTOMER AND GENETEC, AND CONTAIN IMPORTANT INFORMATION REGARDING THE DURATION OF THE SERVICES, OUR RIGHTS TO CHANGE THESE TERMS OF SERVICE, LIMITATIONS OF OUR LIABILITY, WARRANTY DISCLAIMERS, TERMS REGARDING THE CUSTOMER AND ITS USERS’ PRIVACY RIGHTS, AS WELL AS TIME LIMITATIONS FOR SUBMITTING LEGAL CLAIMS. THE CUSTOMER’S (INCLUDING ITS USERS’) USE OF OUR SERVICES WILL MEAN THAT THE CUSTOMER HAS ACCEPTED THE TERMS AND CONDITIONS DESCRIBED BELOW.

1. Scope

These Terms of Service apply to the provision of all Genetec Cloud Services to the Subscriber and its Users. Please note that additional terms may apply with respect to some Cloud Services. Such additional terms are identified below as addenda to these Terms of Service and, to the extent applicable, supplement and form an integral part of these Terms of Service. If any other Genetec terms and conditions apply to our provision of any Cloud Service, such additional terms will be provided to the Subscriber at the time of its subscription to the relevant Cloud Service in the form of a Cloud Service Supplement to these Terms of Service. In the event of any inconsistency or conflict between the documents mentioned above, the following order of priority will apply, unless expressly stated otherwise in the relevant document: (i) these Terms of Service; (ii) the terms of an addendum to these Terms of Service, and (iii) the terms of a Cloud Service Supplement.

2. Subscription

- a. **Subscription models.** The Subscriber may procure a Cloud Service by purchasing a subscription through an authorized sales channel. Subscription to certain Cloud Services may require a minimum subscription commitment period. Where applicable, this requirement will be shared with you at the time of your subscription. Certain sales channels may have additional terms and conditions applicable to the purchase of our Cloud Services, which will apply in addition to, and not in replacement of, these Terms of Service. You are responsible for ensuring that you understand such additional terms and conditions before subscribing to any Cloud Service. In instances where Genetec acts as the sales channel for your procurement of a Cloud Service, the terms of the Cloud Services Subscription Addendum to these Terms of Service will apply. The current version of the Subscription Addendum is available at www.genetec.com/legal/cloudsa.
- b. **Trial subscriptions.** We may, from time to time, offer trial subscriptions to some of our Cloud Services. Please note that certain features may be limited or not be available as part of trial subscriptions. The duration of such trial may vary from one Cloud Service to another. If the Subscriber subscribes for a trial, we will make available the relevant Cloud Service to the Subscriber on a trial basis, free of charge, unless otherwise agreed to in writing between us. The trial subscription will end upon the expiration of the trial period, unless the Subscriber will have

purchased a paid subscription to such Cloud Service before then. The trial subscription may terminate sooner, in accordance with these Terms of Service. Additional terms and conditions may apply with respect to specific Cloud Services. If applicable, these additional terms will be disclosed to the Subscriber prior to the trial subscription, and will apply in addition to, and not in replacement of, these Terms of Service. Unless the Subscriber purchases a paid subscription, any and all Subscriber Data (as defined below) collected and stored as part of the trial will be deleted following the expiration of the trial period.

3. Conditions of Use

- a. **Subscriber account.** Upon subscription to a Cloud Service, the Subscriber may be invited to create an account for the Subscriber and/or its Users (the “**Subscriber Account**”). The Subscriber must protect the Subscriber Account with a complex, secure password, and keep its login information confidential. The Subscriber is fully responsible for its and its Users’ access and use of the Subscriber Account, and any Subscriber Data accessible through it. Unless expressly permitted otherwise by Genetec in writing, the Subscriber may not create shared Subscriber Accounts so that multiple Users or other individuals would have access to one single Subscriber Account. The Subscriber Account is part of the Cloud Services it is associated with.
- b. **Permitted use.** The Subscriber may only access and use each Cloud Service (including any software provided as part of it) for its internal purposes, and not for distribution or resale. The Subscriber may solely access and use such Cloud Service in the territory where such Cloud Service was made available to it, as described in the relevant purchase order. The Subscriber may not access or use the Cloud Service to create products that could be considered competitive with Genetec Cloud Services. The Subscriber may not (and shall not encourage, assist or permit any other person to) modify, decompile, reverse engineer or otherwise tamper with any Cloud Service, in whole or in part (including without limitation any software provided as part of it, as well as any underlying technologies, systems, networks and services provided in relation to our Cloud Services), or create any derivative works therefrom or thereof. Except as expressly allowed herein, the Subscriber may not copy, sell, distribute, license or sub-license any Cloud Service in whole or in part (including without limitation any software provided in association therewith). For avoidance of doubt, the foregoing does not restrict the Subscriber to designate any individual as a User and permit such User to access and use the Cloud Services for or on behalf of the Subscriber or any of the Subscriber’s Affiliates. For the purpose of this document, the term “**Affiliate**” shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Subscriber. We reserve the right to limit or suspend Subscriber’s (and/or any User’s) access or use of the Cloud Services, in whole or in part, if we have reasonable grounds to believe that Subscriber (or any of its Users) violates these Terms of Services or accesses or uses our Cloud Services in a manner that is unlawful, fraudulent, abusive, or that otherwise violates the applicable laws, including without limitation those pertaining to the privacy and property rights (including without limitation intellectual property rights) of others. The Subscriber understands that by doing so, we will not be liable to the Subscriber or any other person for any inconvenience, losses or damages whatsoever.
- c. **Subscriber promises.** By accessing and using the Cloud Services, the Subscriber guarantees to Genetec that: (i) it possesses all necessary permissions and authorizations to access and use the Cloud Services in a manner described in these Terms of Service; (ii) it has taken and will take such steps as may be necessary to ensure that its access and use of the Cloud Services complies with the applicable laws and regulations; and (iii) it does not and will not use the Cloud Services for any purpose that is illegal, unlawful, fraudulent or contrary to these Terms of Service, and it will fully cooperate with us to investigate any suspected or actual illegal, unlawful, fraudulent or improper activity related to the Cloud Services. The Subscriber further understands and agrees that the Subscriber is fully liable for its Users’ access and use of the Cloud Services and their compliance with these Terms of Service, as well as for all of their actions and omissions, as if they were actions or omissions of the Subscriber directly.

- d. **Support.** Support services in relation to each Cloud Service will be provided to the Subscriber directly by the authorized sales channel through which the Subscriber procured such Cloud Service and may be subject to additional terms and conditions imposed by such sales channel.
- e. **Service availability.** We work hard to maximize the availability of our Cloud Services. Please refer to the Cloud Services Service Level Addendum to these Terms of Service for our Cloud Services availability commitments. The current version of the Service Level Addendum is available at www.genetec.com/legal/cloudsla.
- f. **Supplied hardware.** We may make available to the Subscriber certain hardware in relation to the Subscriber's use of select Cloud Services. If Genetec provides any such hardware to the Subscriber, such hardware will be uniquely identified by us in writing, will remain the property of Genetec, and will be provided in accordance with the Cloud Services Hardware Addendum to these Terms of Service. The current version of the Hardware Addendum is available at www.genetec.com/legal/cloudhwa.
- g. **Third-party services.** Our Cloud Services may enable the Subscriber to access and use third-party software and/or services through integration of such third-party offerings with our Cloud Services ("**Third-Party Services**"). The Subscriber acknowledges that integrations and accesses to such Third-Party Services in association with our Cloud Services are made available to the Subscriber for convenience only. Genetec does not endorse any such Third-Party Services, nor does Genetec make any representations or provide any warranties whatsoever with respect to any such Third-Party Services. Third-Party Services are not part of Cloud Services. Third-Party Services are provided to the Subscriber in accordance with their respective terms and conditions, and the Subscriber alone is responsible for ensuring that it procures appropriate rights to access and use any such Third-Party Services in association with the Cloud Services and complies with the terms and conditions applicable to their use. For clarity, third-party login authentication services that may be used by the Subscriber or its Users to log in to the Subscriber Account are considered Third-Party Services.
- h. **Scope changes.** As the technology world continues to evolve, we may need to adapt the scope of our Cloud Services to provide our customers with our newest features and security protections, as well as to comply with the applicable legal framework. This may include, from time to time, discontinuing features that are of little or no relevance to most of our customers. While we may make these changes without advance notice to our customers, we promise not to materially decrease any key features of the Cloud Services without first advising you in writing.

4. Licenses, Intellectual Property Rights and Third-Party Tools

- a. **Grant of licenses.** To the extent Genetec provides Subscriber with any software as part of a Cloud Service, Genetec hereby grants Subscriber a limited, non-exclusive, non-transferrable, non-assignable royalty-free license to download, install, access and use such software, only in the form made available by Genetec, up to the maximum number of instances or installations specified in the purchase order, in the territory specified in the purchase order, for the subscription term specified in the purchase order, for use in accordance with the applicable documentation.
- b. **Subscriber property rights.** The Subscriber is and will remain the sole owner of all rights (including without limitation all intellectual property rights), titles and interest in and to all information, materials and other data uploaded by the Subscriber or any of its Users to the Cloud Services, or generated for the Subscriber by our Cloud Services during the term of these Terms of Service ("**Subscriber Data**"). Subscriber Data includes, but is not limited to, any personal data pertaining to the Subscriber or its Users and other materials and content uploaded to and stored by the Subscriber or its Users in the Subscriber Account associated with the Cloud Services.
- c. **Genetec property rights.** Our Cloud Services and all software are protected by law, including all associated intellectual property rights (such as patents, copyrights, service marks, trademarks, trade secrets, moral rights and other intellectual property rights) in Canada, the United States, and other countries. Genetec, together with its licensors and partners (as applicable), is and will remain the sole owner of all rights, titles and interest in and to all trademarks, service marks, software,

hardware and any other technology and/or property provided or otherwise made available by or on behalf of Genetec in relation to the Cloud Services, including all modifications and derivative works, as well as the associated goodwill, regardless of any use of the words 'purchase', 'sale' or the like in these Terms of Service, our websites or any documentation. Genetec will also exclusively own all rights, titles and interest in and to any information and usage data (other than the Subscriber Data) collected or generated from the Subscriber's access and use of our Cloud Services or any software provided by us. For clarity, such usage does not include any personal data of the Subscriber or its Users, all of which is Subscriber Data. The Subscriber acknowledges that we may collect and use such usage data to provide support services to the Subscriber, as well as to access and improve the performance and the quality of our Cloud Services.

- d. **Trademarks.** The trademarks used in these Terms of Services and their respective logos are trademarks or registered trademarks of Genetec Inc. or its affiliates in the United States, Canada and other countries.

5. Term and Termination

- a. **Term.** The Subscriber will be bound by these Terms of Service immediately upon its subscription to any Cloud Service (whether through purchase of a subscription or on a trial basis), and, subject to section 5.b below, will remain in full force and effect until the expiration of the term of all subscriptions to Cloud Services held by the Subscriber, regardless of the sales channel through which the Subscriber procured such Cloud Service.
- b. **Termination.** These Terms of Service will be terminated upon the occurrence of any of the following events: (i) if the Subscriber terminates these Terms of Service by providing Genetec with a written notice to that regard; (ii) Genetec terminates these Terms of Service by providing the Subscriber with a written notice to that regard if: (a) the Subscriber (or any of its Users) is in breach of any of the terms of these Terms of Service or any license for third-party software, (b) the Subscriber's use of the Cloud Services is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Cloud Services, Genetec's network or systems, (c) Genetec receives an order from a court or a regulatory authority to cease the provision of the Cloud Services to the Subscriber or the relevant Cloud Services in the territory where such Cloud Service was made available to the Subscriber or in general, or (d) Genetec discontinues the relevant Cloud Services in the territory where such Cloud Service was made available to the Subscriber, or in general (provided that in such case we will not terminate your access to such Cloud Service until the later of the expiration of your then-current subscription term or (6) months following issuance of our notice advising you of such discontinuation); or (iv) as otherwise provided in these Terms of Service.
- c. **Effect of termination.** Upon termination of these Terms of Service: (i) Genetec will immediately stop providing all Cloud Services to the Subscriber (including its Users), (ii) all software licenses provided by Genetec to the Subscriber as part of the Cloud Services, if any, will immediately terminate, and the Subscriber must uninstall such software from all of its devices, and destroy all copies thereof; and (iii) as applicable, the Subscriber must without delay return to Genetec all hardware made available to the Subscriber in accordance with the Hardware Addendum hereto. However, the Subscriber may make a reasonable number of copies of the software for general archiving and compliance purposes. We may request a certificate signed by an authorized representative of the Subscriber confirming the Subscriber's compliance with the provisions of this section 5.c.
- d. **Survival.** Notwithstanding anything to the contrary in these Terms of Service or any applicable addendum hereto, the sections intended to survive the termination of these Terms of Service and all such addenda (including without limitation the following: 3.b, 3.c, 4.b, 4.c, 5.c, 5.d, 6.a, 7 and 8) will survive its termination.

6. Confidentiality, Privacy and Data Security

- a. **Confidential information.** As part of the Cloud Services, both the Subscriber and Genetec may obtain certain non-public information relating to other party's business and products, such as, but

not limited to, codes, technology, know-how, algorithms, testing procedures, structure, interfaces, specifications documentation, pricing information, bugs, problem reports, analysis and performance information, and other technical, business, operational and product-related data (“**Confidential Information**”). Each party agrees to hold such Confidential Information in confidence, and not disclose it to anyone or use it for any purpose other than the use (in the case of the Subscriber) or the provision (in the case of Genetec) of the Cloud Services under these Terms of Service. It is understood that Genetec may disclose the Subscriber’s Confidential Information to its affiliated companies, contractors, partners and licensors (including their respective directors, officers, contractors, employees, agents and representatives) on a need-to-know basis, in order to be able to provide the Cloud Services to the Subscriber.

- b. **Privacy.** We respect our customers’ privacy. In order to be able to provide the Cloud Services, we may need to access, collect and store certain proprietary, confidential or personal information. We may also need to share such information with our licensors and partners who assist us in providing the Cloud Services. The objectives and the scope of our collection, use and disclosure of personal data of the Subscriber and its Users in connection with their use of the Cloud Services is outlined in our privacy policy, available at www.genetec.com/legal/privacy. The Subscriber’s acceptance of these Terms of Service will also signify the Subscriber’s acceptance of the terms of the privacy policy.
- c. **Data security.** We have put in place and will maintain throughout your subscription to the Cloud Services administrative, physical, and technical measures for the protection of the security, confidentiality and integrity of the Subscriber Data. Those measures include, safeguards for preventing access, use, modification or disclosure of the Subscriber Data by our personnel except if necessary to provide you with the Cloud Services and any related services (such as support), to prevent or resolve service or technical problems, if required by law, or if otherwise agreed to in writing by the Subscriber.
- d. **Processing of personal data.** The Cloud Services Data Processing Addendum to these Terms of Service defines additional terms and conditions applicable to Genetec’s processing of personal data of the Subscriber and its Users, including without limitation those under which Genetec will collect, use or otherwise process personal data of residents of member states of the European Economic Area (“**EU Resident Data**”). The Data Processing Addendum will to Genetec and the Subscriber apply automatically in the following cases: (i) if Subscriber will use the Cloud Service in the territory of any member state of the European Economic Area, except if such Cloud Service is provided on a trial basis; or (ii) if, in relation to Subscriber’s use of the Cloud Service, Subscriber and/or Genetec will collect, use or otherwise process EU Resident Data, except if such Cloud Service is provided on a trial basis. The current version of the Data Processing Addendum is available at www.genetec.com/legal/clouddpa. Notwithstanding the above, at any time, either Genetec or the Subscriber may direct the other party to enter into a separate data processing agreement, in the form provided by Genetec, available at www.genetec.com/legal/dpa (“**Standalone DPA**”). Upon the signature of such Standalone DPA by both parties, the terms of the Standalone DPA will supersede and apply in replacement of the Data Processing Addendum to these Terms of Service, and will govern the terms of Genetec’s processing of personal data of the Subscriber and its Users as part of Genetec’s provision of all Cloud Services hereunder.

7. Warranties, Indemnities and Limitation of Liability

- a. **Our warranties.** We warrant that during the term of your subscription to a Cloud Service, the Cloud Services will perform materially in accordance with the applicable documentation throughout the duration of the Subscriber’s subscription term, provided that the Cloud Service is used in accordance with such documentation. For clarity, the foregoing warranty does not extend to ensuring continuous availability of any Third-Party Services, as they may not be under our control. If we are in breach of any warranty above, the Subscriber’s only remedy will be to terminate these Terms of Service in accordance with section 5.b above.
- b. **Compliance with laws.** The Subscriber warrants that its access and use of our Cloud Services (including, where applicable, access and use of any software and/or hardware provided hereunder)

will be in compliance with all applicable laws, rules and regulations, including privacy, intellectual property, exports and imports laws and regulations in Canada, the United States and in other countries. The Subscriber may access and use our Cloud Services (and access and use any software and/or hardware provided in association with them), only in the territory in which we made available the Cloud Services for purchase by the Subscriber through the authorized sales channel. The Subscriber is prohibited from downloading, accessing and/or using any Cloud Service, in whole or in part, in any territory that is under an embargo by Canada or the United States. In all cases, the Subscriber is responsible for determining if and how the Subscriber needs to comply with the applicable laws, rules or regulations, and if the Subscriber needs to obtain any permits for that before the Subscriber (including any of its Users) access or use any Cloud Service (or access or use any accompanying software and/or hardware, if applicable).

- c. **Disclaimer of other warranties.** Except for the warranties described in section 7.a above, to the maximum extent permitted by law, Genetec makes no representations and gives no warranties with regards to the Cloud Services, including without limitation with regards to their performance, availability, coverage, uninterrupted availability, security, pricing or operation, or that of any software, hardware, services, connections, networks or Third-Party Services used or provided in association with our Cloud Services. All Cloud Services (including any software and hardware provided in association with them) are provided “as is” and “as available”, without any representations or warranties whatsoever, including, without limitation, warranties of title, security, non-infringement, merchantability, quality, availability or fitness for a particular purpose.
- d. **Indemnification by Genetec.** Genetec agrees to defend the Subscriber against or settle any demands, claims, causes of action, suits and proceedings (“**Claims**”) against the Subscriber brought by third party alleging that the Cloud Services infringe or misappropriate such third party’s intellectual property rights, and Genetec agrees to indemnify and hold harmless the Subscriber from any damages, attorney fees and legal costs finally awarded against the Subscriber, or the amounts payable by the Subscriber under a settlement approved by Genetec in writing, as a result of such Claim against the Subscriber, provided that the Subscriber promptly gives Genetec a written notice of such Claim, gives Genetec sole control of the defense or settlement of the Claim (provided that the Subscriber shall first approve to any settlement in writing, which approval must not be unreasonably withheld), and provides Genetec with all reasonable assistance at Genetec’s expense. In the event of any such infringement or misappropriation Claim brought or threatened against the Subscriber, Genetec may, at its option: (i) obtain for the Subscriber the right to continue to use the Cloud Service(s); (ii) replace or modify the Cloud Service(s) so it becomes non-infringing; or (iii) if we determine that the resolutions described in items (i) and (ii) are not reasonably practicable, then we may end your access to the relevant Cloud Service, and refund issue a refund for any prepaid but not used subscription fees. This section 7.d sets out our entire liability and your sole remedy with respect to any Claims concerning infringement or misappropriation of third-party intellectual property rights.
- e. **Indemnification by the Subscriber.** The Subscriber agrees to defend Genetec against or settle any Claims against Genetec brought by third party alleging that Subscriber Data infringes or misappropriates such third party’s privacy or property rights (including without limitation intellectual property rights), or otherwise violates any applicable laws or regulations, and Subscriber agrees to indemnify and hold harmless Genetec from any damages, attorney fees and legal costs awarded against Genetec, or the amounts payable by Genetec under a settlement approved by the Subscriber in writing, as a result of such Claim against Genetec, provided that Genetec promptly gives the Subscriber a written notice of such Claim, gives the Subscriber sole control of the defense or settlement of the Claim (provided that Genetec shall first approve any settlement in writing, which approval must not be unreasonably withheld), and provides the Subscriber with all reasonable assistance at the Subscriber’s expense.
- f. **Limitation of liability.** Except for the parties’ respective confidentiality and indemnity obligations under these Terms of Services, to the maximum extent permitted under the applicable laws, neither party shall be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, regardless of the theory of action. Genetec will not be liable for any loss or corruption of the Subscriber Data, or for any costs or expenses associated with backing up or

restoring any of such Subscriber Data. To the maximum extent permitted under the applicable laws, Genetec's total aggregate liability for all past, current and future Claims by the Subscriber (including any of its Users) under these terms of service or in association with the Cloud Services provided hereunder shall be limited to the amounts paid by the Subscriber to Genetec for the Cloud Services during the twelve (12) months immediately preceding the occurrence of the event giving rise to such Claim.

8. General

- a. **Contact information.** If you wish to contact us for matters related to these Terms of Service, please write us at: Genetec, 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, c/o Legal Department, or at legal@genetec.com. If we need to contact the Subscriber for matters related to these Terms of Service, we will use the contact information that you will have provided to us as part of your subscription to the Cloud Services. Please ensure to promptly advise us of any changes to your contact information. All notices will be deemed delivered on the date shown on the postal receipt, or on the courier, facsimile or electronic mail confirmation of delivery.
- b. **Force majeure.** The Subscriber hereby acknowledges that circumstances outside of our reasonable control (such as, without limitation, internet or power outages, fires, floods, vandalism, sabotage, large scale outbreaks of computer virus, malware or other malicious code, strikes, riots, wars or other military action, civil disorder, acts of terrorism, acts of third parties, or the like) may cause delays in our ability to perform Cloud Services. As such, the Subscriber hereby acknowledges and agrees that Genetec shall have no liability whatsoever to the Subscriber (including its Users) or any third party for any direct or indirect damages whatsoever, resulting from such delays or any incapacity to perform the Cloud Services in a timely manner.
- c. **Waiver:** The failure by Genetec to fully enforce any of its rights under these Terms of Service shall not affect the right to require such performance at any time thereafter; nor shall any failure or delay to enforce any right or privilege by Genetec under these Terms of Service be interpreted as a waiver of such right or privilege by Genetec.
- d. **Severability:** If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law. Nonetheless, such provision shall continue to apply in full force and effect in all other jurisdictions, as the case may be. Moreover, the remaining provisions of these Terms of Service shall remain in full force and effect.
- e. **Modifications to these Terms of Service.** We reserve the right to make changes to these Terms of Service (including any ancillary document, such as any addendum or supplement hereto) at any time by (a) posting a revised version of such terms on our website, or by (b) sending information regarding any such amendment to the email address provided to us by the Subscriber in connection with the Cloud Services (as the case may be). The revised Terms of Service or any such ancillary document will become effective and apply to the Subscriber within thirty (30) days from the Subscriber's receipt of the updated document or from the date of its publication on the website, whichever occurs first.
- f. **Transfer of these Terms of Service.** Neither party may assign or otherwise transfer these Terms of Service or any of its rights or obligations hereunder to any person or entity, in whole or in part, without the other party's prior written consent. Any attempted assignment or transfer by the Subscriber in violation of this requirement will automatically terminate these Terms of Services and any of the rights or privileges granted to the Subscriber hereunder.
- g. **Applicable law and dispute resolution process.** For the purpose of this section, if the Subscriber's address used for its subscription to the Cloud Services is located (i) in Canada, then the term "**Governing Laws**" used below in this section shall mean "the laws of the Province of Ontario, Canada", and the term "**Forum**" shall mean "Ottawa, ON, Canada"; (ii) in the United States of America, countries of Latin America or the Caribbean, then the term "**Governing Laws**" shall mean "the laws of the Commonwealth of Massachusetts, USA", and the term "**Forum**" shall mean

“Boston, MA, USA”; or (iii) anywhere else in the world, then the term “**Governing Laws**” shall mean “the laws of England and Wales, UK”, and the term “**Forum**” shall mean “London, UK”. The parties hereby agree that the Governing Laws, with the exception of any conflict of laws principles, will apply to interpret these Terms of Service, as well as to resolve any disputes related to them or any Cloud Services provided hereunder. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service. Each party hereby irrevocably and unconditionally waives the right to a trial by jury in any Claim. All such disputes must be brought exclusively before the courts based in the Forum. However, the foregoing does not prohibit either party from seeking injunctive or other equitable relief in any other jurisdiction in case of any violation, breach or infringement of its rights related to intellectual property or confidentiality in such jurisdiction.

- h. **U.S. government users.** If the Subscriber is an entity of the U.S. Government, or if these Terms of Service otherwise become subject to the Federal Acquisition Regulations (FAR), the Defense Federal Acquisition Regulations (DFARS) or similar regulatory regimes, the Subscriber acknowledges that our Cloud Services and any software and documentation provided in association with them are “commercial items” in accordance with the applicable regulations.
- i. **Entire agreement:** These Terms of Service, together with all applicable addenda and Cloud Services Supplements hereto, if any, constitute the entire agreement between the Subscriber and Genetec with regards to the subject matter hereof and supersede any other prior and contemporaneous communications and agreements between them.

These Terms of Service have been last updated on September 30, 2020. The latest version of these Terms of Service may be found at www.genetec.com/legal/cloudtos. 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.