

Cloud Services

Hardware Addendum

This document (the “**Hardware 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 make available to the Subscriber certain hardware on an ‘as-a-service’ basis as part of the Subscriber’s procurement of a compatible Cloud Service.

This Hardware Addendum is subject to the terms and conditions outlined in the Terms of Service. Capitalized terms used but not defined in this Hardware 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 Hardware Addendum, the Terms of Service will prevail.

1. Purpose

Access and use of the Cloud Services are governed by the Terms of Service. The purpose of this Hardware Addendum is to define the additional terms pertaining to the provision by Genetec of certain hardware to the Subscriber as part and for the duration of the Subscriber’s subscription to a compatible Cloud Service (“**Supplied Hardware**”). This Hardware Addendum applies to you only if Genetec agreed to make available to you any Supplied Hardware, in which case, this Hardware Addendum will be deemed part of the Terms of Services and incorporated therein by reference.

2. Scope of Use

- a. **Access.** Subject to the Subscriber’s payment of applicable Cloud Services fees and its compliance with the Terms of Service (including all applicable addenda and Cloud Services Supplements thereto), Genetec hereby agrees to loan the Supplied Hardware to the Subscriber solely for Use as part and for the duration of the Subscriber’s subscription to the Cloud Service in relation to which Genetec agrees to make available such Supplied Hardware to the Subscriber (the “**Associated Cloud Service**”). For the purpose of this Hardware Addendum, the term “**Use**” means install, access, maintain, store, operate and/or otherwise use the Supplied Hardware; and the terms ‘**Using**’, ‘**Used**’ and other derivative words of the term ‘Use’ will have the same meaning.
- b. **Permitted use.** The Supplied Hardware is made available solely for the Subscriber’s own internal Use and not for resale or any other commercial purpose, unless expressly stated otherwise in the Order Statement. The Subscriber warrants that the Supplied Hardware will always be Used (i) solely for its intended purposes directly in connection with the Subscriber’s use of Associated Cloud Service; (ii) by competent and qualified personnel with adequate training; (iii) in accordance with Genetec guidance and documentation and the Terms of Service (including this Hardware Addendum); and (iv) at the physical locations identified in the applicable Order Statement (each a “**Registered Location**”).
- c. **Restrictions.** The Subscriber represents and warrants that the Subscriber will not (and will not assist or permit its Users or any other person to): (i) copy, reproduce, duplicate, disassemble, decompile, reverse engineer, tamper with or otherwise extract, interfere with or alter any source code or other underlying technologies, in whole or in part, of any Supplied Hardware or other proprietary technology provided to the Subscriber under this Hardware Addendum or the Terms of Service; nor (ii) Use the Supplied Hardware in any manner, whether directly or indirectly, for or on behalf of any third party not disclosed to Genetec, for any illegal, illicit or unethical activities, or in a manner that would violate any applicable law or regulation, or the rights of any third party (including, without limitation, any intellectual property or privacy rights).

3. Management

- a. **Identification.** All Supplied Hardware will be uniquely identified by Genetec in writing, generally through a purchase order or a dedicated hardware supply form (the “**Order Statement**”), at the time of or prior to the Subscriber’s receipt of such Supplied Hardware on its premises.
- b. **Fees and charges.** Unless otherwise stated in the relevant Order Statement, all Supplied Hardware is provided to the Subscriber as part of the Subscriber’s subscription to the Associated Cloud Service at no additional charge. However, the Supplied Hardware may be made available to the Subscriber subject to a minimum subscription period by the Subscriber to the Associated Cloud Service. Any such commitment will be identified in the applicable Order Statement.
- c. **Shipping.** Shipping costs are generally covered by Genetec for deliveries to Canadian and U.S. addresses. The Subscriber may be required to pay additional shipping, duties and other charges if the Supplied Hardware is shipped to other locations.
- d. **Installation and Maintenance.** The Subscriber is responsible for ensuring that the individuals deploying the Supplied Hardware possess appropriate credentials, training and certifications. The Subscriber is further responsible for all physical maintenance of the Supplied Hardware for as long as the Supplied Hardware is in the Subscriber Custody, all of which shall be done in accordance with Genetec guidance and documentation. For the purpose of this Hardware Addendum, the Supplied Hardware is deemed in the “**Subscriber Custody**” if such Supplied Hardware is (i) in the possession of the Subscriber, its Users or any of its or their respective affiliates, directors, officers, employees, agents or representatives; or (ii) physically located within the facilities or premises that are under the responsibility or the control of the Subscriber, any User or any of its or their respective affiliates, directors, officers, employees, agents or representatives, including, without limitation, at any Registered Location. The Subscriber is responsible for testing the Supplier Hardware once installed, and then testing it again regularly after installation, to ensure that the Supplier Hardware functions properly.
- e. **Support.** Support with regards to the Supplied Hardware will be provided in a manner outlined in the Terms of Service, under the umbrella of the support for the Associated Cloud Service, by the relevant sales channel through which the Subscriber has procured the Associated Cloud Service. Where Genetec provides support to the Subscriber, Genetec’s responsibility in providing support will consist of Genetec using commercially reasonable efforts to identify and resolve all in-scope issues as the result of which the Supplied Hardware and/or the Associated Cloud Services do not perform in a manner consistent with the Terms of Service and the relevant Genetec documentation. As part of support, Genetec reserves the right to replace the affected Supplied Hardware, in whole or in part, with a comparable or a better model at any time if Genetec determines that such action is necessary for the resolution of the issue at the core of the Subscriber’s support request. Where applicable, subject to relevant security and confidentiality measures generally applicable to the Subscriber’s premises and infrastructure, the Subscriber agrees to grant access to Genetec representatives to the Subscriber’s premises and infrastructure as may be necessary for Genetec to provide support and to perform repairs or replacement of the Supplied Hardware.
- f. **Wireless data service.** The Supplied Hardware may require an active connection to the internet, without which it may not work properly or be compatible with the Cloud Services. It is the Subscriber’s duty and responsibility to ensure that the Supplied Hardware is properly configured to work with your wireless internet network. Genetec may optionally make available a cellular wireless data connectivity to enable compatible Supplier Hardware to sustain a primary or backup network connectivity with the Associated Cloud Service (the “**Wireless Data Service**”). For the Wireless Data Service to work, the Supplier Hardware must be located within the coverage area of the wireless services of the underlying wireless service carrier used by Genetec for the provision of the Wireless Data Service. It is the Subscriber’s responsibility to ensure that the Supplied Hardware will be deployed at a Registered Location with adequate coverage for the Wireless Data Service to work. The provision of the Wireless Data Service does not create any contractual relationship between the Subscriber and Genetec’s underlying carrier or other wireless services providers. The Wireless Data Service is deemed part of the Associated Cloud Service.

- g. **SIM Card**. The Wireless Data Service is enabled through the inclusion of a SIM card as part of the compatible Supplied Hardware. The Subscriber must not use the SIM card except as part of the Supplier Hardware and exclusively for the purposes of permitting such Supplied Hardware to work with the Associated Cloud Service. The Subscriber must not remove, alter, tamper with, lend, loan, sell, resell, abuse or otherwise misuse the SIM card or the Wireless Data Service provided with the Supplier Hardware. Any violation of this restriction of use of the Wireless Data Service or the SIM card above will result in the immediate termination of the Associated Cloud Service and this Hardware Addendum by Genetec for breach, in accordance with the Terms of Service. Furthermore, Genetec reserves the right to claim from the Subscriber any ancillary costs incurred by Genetec as the result of the Subscriber's breach of these restrictions (including, without limitation, any additional costs payable to the underlying Wireless Data Service carrier or any other third party).
- h. **Hardware Upgrades**. As technologies evolve, Genetec reserves the right to replace or upgrade the Supplied Hardware at its discretion, from time to time, at no additional charge to the Subscriber (other than the applicable shipping-related costs as outlined in section 3.c above, if any). Any such upgraded equipment will be deemed Supplied Hardware provided under the terms of this Hardware Addendum.
- i. **Liability for the Supplied Hardware**. The Subscriber understands and agrees that to the extent that the Supplied Hardware is in the Subscriber Custody, as between the Subscriber and Genetec, the Subscriber alone is fully liable for (i) any repairs required due to the failure of the Subscriber to Use the Supplied Hardware in accordance with this Hardware Schedule; (ii) any loss, theft, damage or alteration to the Supplied Hardware, whether or not covered by insurance; and (iii) any bodily harm or death caused directly or indirectly by the Supplied Hardware, except only to the extent that such bodily harm or death is caused directly by a faulty manufacturing or design of the Supplied Hardware by Genetec when Used in strict compliance with relevant Genetec documentation and the Terms of Service (including this Hardware Addendum).
- j. **Damage to the Supplied Hardware**. In the event of loss, theft, alteration or any other unauthorized Use of or damage to the Supplied Hardware while in the Subscriber Custody, whether in whole or in part, the Subscriber shall without delay so notify Genetec in writing and, at Genetec's option, the Subscriber shall: (i) pay Genetec for the repair of the Supplied Hardware to place it in good condition and working order; or (ii) if Genetec determines that such Supplied Hardware is beyond repair, pay to Genetec, within thirty (30) days of such notification, an amount equal to the prorated manufacturer suggested retail price (MSRP) of such Supplied Hardware, amortized over ten (10) years from the date of installation of the affected Supplied Hardware, as well as any relevant sales taxes, duties and other applicable charges, if any (the "**Prorated MSRP Balance**"). In any case, no such loss, theft, damage, misuse or alteration shall relieve the Subscriber of its payment and other obligations under the Terms of Service.

4. Ownership

- a. **Ownership**. Unless expressly agreed to otherwise in writing between Genetec and the Subscriber, all Supplied Hardware will at all times remain the property of Genetec. The Subscriber may not assign any right or interest to the Supplied Hardware or permit any lien or encumbrance to exist thereon other than liens and encumbrances placed thereon by Genetec, as the case may be. In case of violation of the above, the Subscriber will be liable for paying to Genetec the Prorated MSRP Balance for the affected Supplied Hardware.
- b. **Proprietary markings**. The Subscriber shall not alter, remove or hide any notices affixed to the Supplied Hardware identifying Genetec as the owner of the Supplied Hardware, as the case may be, nor shall the Subscriber permit any other person to do so.

5. Term, Termination and Return

- a. **Term**. The "**Term**" of this Hardware Addendum shall commence as of the earlier of (i) the date of signature of the Order Statement by both the Subscriber and Genetec (as the case may be) and (ii) the date of delivery of the Supplied Hardware to the Subscriber Custody, and will automatically

terminate as of the date of Return of all Supplied Hardware to Genetec following Subscription End Date (as such terms are defined below), unless terminated earlier in accordance with the terms of this Hardware Addendum or the Terms of Service.

- b. **Termination.** In addition to the termination rights under the Terms of Service, Genetec may also terminate the Associated Cloud Service and/or this Hardware Addendum, without further obligation to the Subscriber, by giving the Subscriber a thirty (30) days' prior written notice to that regard if Genetec or its underlying wireless data carrier determine that the extent of the Subscriber's use of the Wireless Data Service is disruptive, harmful or otherwise interfering with such underlying wireless data carrier's network or its ability to provide quality service to its other customers.
- c. **Effect of termination.** Upon the termination of the subscription to the Associated Cloud Service (the "**Subscription End Date**") the Subscriber must: (i) immediately cease Using the Supplied Hardware; and (ii) without undue delay (and, in no event, no later than thirty (30) days from the Subscription End Date) have uninstalled and return, at the Subscriber's cost, all Supplied Hardware to Genetec to the address listed in the Order Statement (or the notification address listed in the Terms of Service if none is defined in the Order Statement). The Subscriber Custody of each Supplied Hardware will end upon "**Return**" of such Supplied Hardware to Genetec. Supplied Hardware will be deemed 'Returned' to Genetec upon Genetec's written acknowledgement of a satisfactory inspection of the Supplied Hardware against alteration, damage and excessive Use following its receipt by Genetec in accordance with the above.
- d. **Non-Return.** In the case of failure to Return any Supplied Hardware in accordance with the above, or failure to return such Supplied Hardware in a commercially useable condition (as determined by Genetec in its sole discretion), Genetec may, at its sole discretion either (i) require the Subscriber to purchase such Supplied Hardware from Genetec and pay to Genetec the Prorated MSRP Balance; or (ii) subject to prior notice to the Subscriber, to recover and have the Supplied Hardware physically removed from the Subscriber's premises at the Subscriber's expense, to which extent the Subscriber hereby grants Genetec and its representatives a limited irrevocable access to its premises and infrastructure and consents to such removal.
- e. **Survival.** In addition to any surviving provisions of the Terms of Service, any provisions of this Hardware Addendum which, by their terms, contemplate continuing effectiveness shall survive the expiration or termination of this Hardware Addendum, including any outstanding payment obligations, as well as sections 2.c, 3.b, 3.d, 3.f, 3.g, 3.i, 3.j, 4, 5.c, 5.d, 5.e and 6.

6. Additional warranties, limitation of liability and indemnification

- a. **Disclaimer of Warranties.** The Subscriber acknowledges and agrees that, except for the limited warranties outlined above in this Hardware Addendum or in the Terms of Service, all Supplied Hardware and the Wireless Data Service are provided "as is" without warranty of any kind. Genetec makes no representations and provides no warranties, express or implied, of any kind, including, without limitation, any implied warranties of merchantability, quality, title, noninfringement or fitness for particular purpose, or that the Supplied Hardware or the Associated Cloud Service (including, without limitation, the Wireless Data Service) will operate without errors or interruptions. Without restricting the above, the Subscriber further understands that Genetec cannot guarantee the security of wireless transmissions and, therefore, is not be liable for any lack of security relating to the Wireless Data Service, except to the extent expressly stated otherwise in this Hardware Addendum or the Terms of Service. The entire risk arising out of the Use of the Supplied Hardware remains with the Subscriber.
- b. **Disclaimer of liability for certain damages.** To the maximum extent permitted under the applicable law, in no event shall Genetec (including its affiliates, suppliers and licensors and its and their respective officers, directors, employees, agents and representatives) be liable to the Subscriber or any of its Users for any indirect, special, incidental or consequential damages of any type arising out of or in connection with this Hardware Addendum or with their Use of any Supplied Hardware or the Associated Cloud Service (including, without limitation, the Wireless Data Service), including, without limitation, any damages for loss of profit, business interruption, loss of business opportunity or loss of data, even if Genetec has been advised of the possibility of such damages

or they were reasonably foreseeable. In no event shall Genetec be liable for any claims or damages resulting from or related to (i) any failure, delay or limitation of the Wireless Data Service or the associated SIM card (including any failures to function properly, connect to the internet or to the Associated Cloud Service, inconsistency or lack of wireless network coverage, software, hardware or network issues or otherwise); (ii) the Supplier's breach of any of the sections 3.d, 3.g or 3.i; or (iii) any tampering, alteration, misuse or any other unauthorized access or Use of the Supplied Hardware, the Wireless Data Service or the Associated Cloud Service, or Use thereof in violation of this Hardware Addendum, the Terms of Service or the applicable law.

- c. **Limitation of liability.** In no event shall the liability of Genetec in relation to the Supplied Hardware or this Hardware Addendum (whether based on breach of contract or tort, or any other legal or equitable theory) exceed the amount of fees paid by the Subscriber to Genetec under the Terms of Service for the Associated Cloud Services over the period of six (6) months immediately preceding the first occurrence of the event giving rise to the Subscriber's claim against Genetec. The Subscriber acknowledges that Genetec has agreed to entered into this Hardware Addendum in reliance on the exclusions and limitations of liability and disclaimers of warranty set forth in this Hardware Addendum and the Terms of Service.
- d. **Indemnification.** The Subscriber hereby agrees to defend, indemnify and hold Genetec harmless against any and all claims, causes of action and other liabilities arising in any way, directly or indirectly, in connection with (i) the Subscriber's or any of its Users' breach of any provision of this Hardware Addendum or the Terms of Service; or (ii) the Use, failure to Use, or inability to Use the Supplier Hardware or the Wireless Data Service, or the telephone number associated with the Wireless Data Service, if any.

Last updated on September 30, 2020. This Hardware Addendum may be modified in accordance with the Terms of Service. The latest version of this Hardware Addendum may be found at www.genetec.com/legal/cloudhwa. 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.