

Professional Services Terms

This document (the "**Terms**") defines additional terms and conditions applicable to the provision of professional services by Genetec set out in a Project Statement (as defined below).

1. Definitions

The capitalized terms used in these Terms, unless defined elsewhere in this document, shall have the meaning attributed to them below in this section.

- 1.1. "**Created IP**" means all Intellectual Property created or reduced to practice in relation with a Project Statement, including all Modifications thereto. Created IP expressly excludes all Intellectual Property of a party hereto in which such party owns or licenses from a third party all or part of the Intellectual Property Rights prior to or independently of this Agreement.
- 1.2. "**Customer**" means the person or entity that entered into the Master Agreement with Genetec and that further requires Genetec to provide Professional Services in accordance with a Project Statement.
- 1.3. "**Customer Materials**" means any content, data, materials or other property provided to Genetec by Customer in relation to Genetec's provision of Professional Services under a Project Statement.
- 1.4. "**Deliverable**" means any work, whether tangible or intangible, produced and delivered to Customer as a result of the Professional Services rendered under a Project Statement.
- 1.5. "**Documentation**" means Product manuals, user guides or other documentation made available by Genetec in relation to its Products or services.
- 1.6. "**Intellectual Property**" or "**IP**" means anything that is or may be subject to an Intellectual Property Right, whether or not reduced to practice, including in all cases Modifications thereto. Intellectual Property includes, but not limited to ideas, techniques, processes, procedures, methodologies, algorithms, designs, training materials software code, tools, know-how, inventions, trademarks, trade secrets.
- 1.7. "**Intellectual Property Right**" or "**IPR**" means any right, whether or not registered, that is or may be granted or recognised under applicable law with regards to Intellectual Property, including, without limitation, patents, copyrights, moral rights, industrial designs, trademarks, trade secrets, know-how, and other similar rights, and including rights in and to any application for the above.
- 1.8. "**Master Agreement**" means either (i) the written agreement between Customer and Genetec pursuant to which Genetec makes available to Customer and/or its clients Genetec Products; or in the absence of such agreement, (ii) the General Conditions of Sale available at www.genetec.com/legal/termsofsale.
- 1.9. "**Milestone**" means a date of occurrence of a scheduled event defined in a Project Statement and used to track the progress of the provision of the Professional Services and/or the delivery of Deliverables thereunder.
- 1.10. "**Modification**" means any past, present or future translation, abridgement, revision, correction, improvement, enhancement, configuration, customisation, expansion, addition, bug fixes, workarounds, patches, new version, new feature, or any other functionality change, improvement or modification.
- 1.11. "**Product**" means a product or service made available for purchase by Genetec, including any hardware products manufactured by or for Genetec or branded exclusively with Genetec trademarks. Access and use of each Product is subject to the terms and conditions of the relevant product terms, available at www.genetec.com/legal, as such terms may be updated and superseded from time to time by Genetec ("**Product Terms**").
- 1.12. "**Project Statement**" means either (i) the terms and the description of the Professional Services covered by the scope of the Professional Services Package procured by Customer; (ii) the Quote (provided that no SOW has been signed by the parties), or (iii) the appropriate SOW (if signed by both parties).
- 1.13. "**Professional Services**" means the professional services to be provided by Genetec to Customer under a Project Statement or as part of a Professional Services Package. For clarity, Professional Services exclude provision of Product support and any software-as-a-service or other cloud Products.
- 1.14. "**Professional Services Package**" or "**PS Package**" means a predefined scope of Professional Services that Genetec makes available to its customers as part of or in relation to a Product (such as, for example, a consultancy services package made available as part of Genetec Advantage services). The scope and the terms of provision of Professional Services covered by each Professional Services Package are defined in the description of the relevant Professional Services Package as well as in such additional Documentation provided in relation to such Professional Services Package.
- 1.15. "**Quote**" means an offer made by Genetec outlining the high-level scope of Professional Services to be provided by Genetec, as well as the initial budget for such work, as further outlined in section 2.1 below.
- 1.16. "**Service Beneficiary**" means either (i) Customer or (ii) a third party to whom Customer provides certain professional services, and for the purpose of which Customer requires Genetec to provide Professional Services to Customer for the benefit of such Service Beneficiary.
- 1.17. "**Statement of Work**" or "**SOW**" means a document signed by Customer and Genetec whereby Genetec agrees to provide to Customer certain Professional Services under the terms and conditions set out in that SOW, these Terms and the Master Agreement.

2. Scope of Professional Services and Deliverables

- 2.1. Scope of relationship. The Project Statement, these Terms and the Master Agreement shall together govern the relationship between Customer and Genetec with regards to the provision of Professional Services by Genetec under such Project Statement. In the event of any inconsistency or conflict between the terms contained in these Terms, the Master Agreement and any Project Statement, the conflict or inconsistency will be resolved by interpreting these documents in the following order of precedence: (i) the Project Statement, but only with respect to the subject matter of such Project Statement; (ii) these Terms, and (iii) the Master Agreement.
- 2.2. Quotes. Unless Professional Services are provided within the scope of a Professional Services Package, Genetec will normally issue a Quote to Customer outlining the initial scope summary of the Professional Services to be provided by Genetec, as well as the estimate of fees payable to Genetec for such work, based on the information available to Genetec at the time of issuance of such Quote. In most cases, the parties will finalize the details on the scope and other terms of provision of Professional Services in the form of a SOW.
- 2.3. Statements of Work. Each SOW shall contain, at the minimum, the following information: (i) a sufficiently detailed description of in-scope work; (ii) a list of any specific out-of-scope work, in addition to out-of-scope work outlined in section 2.10 below; (iii) a timetable outlining Milestones; (iv) a list of assumptions,

- dependencies and constraints; (v) the responsibilities of each party; (vi) the names, contact information and responsibilities of each party's representatives in charge of the project described in the SOW, including at the minimum those of the project manager; (vii) the Professional Services fees; and (viii) a reference to these Terms and the Master Agreement. Each SOW, once signed by both parties, will automatically supersede and replace the corresponding Quote issued by Genetec for the relevant Professional Services project outlined in such SOW, and the SOW will apply retroactively to such work, even if the provision of Professional Services by Genetec commenced prior to the parties signing the SOW. The scope, the fees and the other details pertaining to the provision of Professional Services outlined in the final SOW to be signed by the parties may differ from the terms defined in the original Quote.
- 2.4. Work performed on a time and material basis. In certain cases, Genetec may agree to provide Professional Services on a time and material basis. Unless such Professional Services are provided within the scope of a Professional Services Package or unless expressly agreed to otherwise in writing, the fees payable to Genetec for such Professional Services will be based on the then-current retail rate of Genetec personnel involved in the provision of such work, as well as the Genetec retail pricing of materials used by Genetec as part of its provision of such Professional Services. Unless expressly agreed to otherwise in writing, all Professional Services provided on a time and material basis are provided independently from the achievement of any particular Deliverables or Milestones.
- 2.5. Work performed on a fixed budget basis or on defined Deliverables. In certain cases, Genetec may agree to provide Professional Services based on the delivery of specific Deliverables or a fixed budget. Unless expressly agreed to otherwise in writing, the fees payable to Genetec for such Professional Services will be set out in the Project Statement.
- 2.6. Milestones and timeframe. Any date outlined in a Project Statement is subject to relevant dependencies that must be met to maintain the integrity of the Milestones and/or the overall timeframe (the "**Project Calendar**"). The Project Calendar will be proposed by Genetec and will be valid solely to the extent that the parties agree to be bound by the relevant Project Statement within ten (10) business days following the date of Genetec's issuance of such Project Calendar. While the expectation is that Genetec and Customer shall each work to minimize any impact on the Project Calendar, should Customer be unable to meet a specific Customer dependency date, then the dates of all subsequent Milestones shall be rescheduled in accordance with section 2.9. Genetec reserves to the right to invoice Customer, and Customer shall pay for the costs and expenses incurred by Genetec as the result of Customer not meeting its dependencies and Milestones in a timely manner. Genetec may require for all such changes to the Project Calendar to be handled in accordance with section 5.
- 2.7. Fees and payment. All fees and rates applicable to the provision of Professional Services will be set out in relevant Project Statements. Unless otherwise agreed to in a Project Statement, all such amounts are exclusive of any sales, value added and other taxes (which shall be invoiced by Genetec and paid by Customer in addition to the relevant Genetec prices) and are payable in accordance with the terms of the Project Statement and the Master Agreement. Genetec may charge a surcharge for the provision of Professional Services during weekends, public holidays or outside of Genetec's extended business hours. Genetec will invoice Customer for the provision of Professional Services under such Project Statement (i) on a monthly or quarterly basis or (ii) based on the achievement of Milestones, and in any event (iii) upon the Delivery of all Deliverables under such Project Statement.
- 2.8. Roles and Responsibilities. Each party must designate a single person who shall act as the primary interface with the other party under each Professional Services project (the "**Project Manager**"). Unless otherwise agreed to in a Project Statement:
- 2.8.1. The Customer Project Manager is responsible for (i) ensuring that all Customer dependencies and other prerequisites are met in a timely manner; and (ii) verifying and confirming that all devices to be used are supported in the specific Product version that will be deployed as part of the applicable Project Statement.
- 2.8.2. The Genetec Project Manager is responsible for (i) coordinating the logistics inherent to delivery of Genetec Products, clarifying objectives, identifying and mitigating the risks associated with the Professional Services; (ii) coordinating involved Genetec personnel, including Genetec field engineers and development teams; and (iii) acting as a point of contact for inquiries related to Deliverables and deployment.
- 2.8.3. A Genetec Field Engineer is responsible for (i) assisting with the deployment, installation, enrollment and configuration of Deliverables; (ii) providing basic knowledge transfer; (iii) where applicable, providing assistance during user, functional and system acceptance test and/or delivery evaluation (as defined in section 4 below); and (iv) performing Product health checks.
- 2.8.4. A Genetec Solution Architect is responsible for (i) Product upgrade and migration strategies definition; (ii) Product solution design; (iii) provision of Product recommendations; and (iv) Product performance reviews.
- 2.9. Resources Scheduling. Genetec will schedule all relevant resources promptly after the expiration of a ten (10)-business-day period following the effective date of each Project Statement. Genetec resources will be scheduled subject to minimum lead times, which, unless otherwise agreed to in the Project Statement, are as follows: (i) forty-five (45) days for specialized Genetec resources (e.g., field engineers); and (ii) thirty (30) days for all other Genetec resources. Genetec reserves the right not to schedule any resources and may suspend or require changes to the Project Calendar until the appropriate SOW is duly signed by both parties.
- 2.10. Standard out-of-scope work. Genetec shall not be liable for any work that is not expressly identified in a given Project Statement. Genetec will not undertake the following work, which will be Customer's responsibility: (i) procurement of hardware, third party software, third party infrastructure, resource, programming cards and tools; (ii) physical installation and power up of any hardware (servers, workstations, networking devices, cameras, controllers, readers, cabling and encoders/decoders, LPR cameras and storage); (iii) installation of operating systems, mobile applications, video intelligence and VCA (Video Content Analysis) plug-ins; (iv) installation, configuration and testing of the Virtual Environment (VM); (v) installation, configuration and testing of the Microsoft SQL solution, clustering/mirroring, and Always On, or any SQL version; (vi) configuration and testing of third party video analytics solution; (vii) configuration of motion detection and fine tuning such as resolution, frames per second, bit rate, key frames, positioning, and other similar settings; (viii) firmware upgrades of cameras, readers, controllers, I/O modules, encoders, decoders and DVRs; (ix) programming of third-party devices, plugins and intrusion panels; (x) IP addressing scheme, storage, design, configuration and testing; (xi) design, composition and configuration of the network; and (xii) design of access badge(s).
- 2.11. Assumptions. The provision of Professional Services will be based on the assumption that all prerequisites outlined in section 3 below have been met and all out-of-scope items outlined in section 2.10 have been performed by Customer as necessary. Genetec may suspend its provision of Professional Services under a Project Statement until such prerequisites are met and/or the relevant out-of-scope items are performed by Customer. Customer shall pay for the costs and expenses incurred by Genetec as the result of Customer not meeting the requirements outlined above in a timely manner.

3. Base Prerequisites

- 3.1. **Site visits and/or remote sessions.** The following tasks and steps must be completed by Customer for any site visit and/or remote session:
- 3.1.1. To avoid delays, Customer must provide to Genetec all necessary credentials, such as (i) Windows administrator login credentials on all servers and clients; (ii) server admin credentials; (iii) config tool admin user password; (iv) access control unit credentials (including applicable HID / SMC / SCL units); and/or camera credentials; (v) provide reliable remote connection with proper admin rights; and (vi) any other credentials needed to have the necessary administration rights of the servers and workstations where required by the project.
- 3.1.2. If any type of security clearance is required, sufficient prior notice must be provided to allow Genetec to obtain the relevant clearance and Customer shall provide all necessary assistance to Genetec in this regard.
- 3.1.3. To acknowledge the presence (onsite or remote) of designated Genetec personnel, Customer must return, at the end of the site visit or remote session, the acknowledgement of presence form which will be sent to Customer beforehand. The Parties agree this form is not a signoff for acceptance of the Professional Services.
- 3.2. **Customer Systems and Networks.** The following tasks and steps must be completed by Customer prior to the provision of Professional Services: (i) all hardware (servers, workstations, networking devices, cameras, controllers, readers, cabling, encoders/decoders and Genetec hardware) are physically installed and fully functional; (ii) all servers and workstations meet Genetec recommended specifications; (iii) servers and workstations are operating on the latest version of Windows; (iv) storage drives specified as Archivers must be formatted and visible under Windows; (v) all cameras, readers, controllers, I/O modules, encoders, decoders and DVR models and firmware version are listed as supported in the Supported Device List available at www.genetec.com/sdl; (vi) all servers and workstations are time-synchronized with an adequate and reliable time reference system; (vii) the network between each Product and all relevant third-party devices is stable, fully functional and supports all communication requirements; and (viii) there is minimal time difference among network components.
- 3.3. **Resources.** Customer must make available, prior to and for the entire duration of the provision of Professional Services, (i) a Customer representative with the relevant Genetec certification(s); and (ii) an IT representative with knowledge of the relevant network infrastructure and system (i.e. SQL, Network Administrator).
- 3.4. **Failure to meet prerequisites.** Customer acknowledges that if any of the prerequisites outlined in this section 3 are not met, Genetec may be unable to commence or complete the Professional Services. Genetec further reserves to the right to invoice Customer, and Customer shall pay for the costs and expenses incurred by Genetec as the result of Customer not meeting the requirements mentioned above.

4. Evaluation and Acceptance

- 4.1. **Delivery and Acceptance.** Unless expressly stated otherwise in a Project Statement, each Deliverable will be deemed delivered to and accepted by Customer ("Delivery") as of the earlier of: (i) the date of Customer's signature of an acceptance statement thereby acknowledging Customer's acceptance of such Deliverable; (ii) the date of Customer's request or consent to move a Deliverable to a live production environment; (iii) within ten (10) business days following the date of submission of a Deliverable by Genetec to Customer, unless Genetec receives a written notice from Customer within such period, outlining in sufficient detail any deficiencies identified with regards to such Deliverable in accordance with section 4.2. Professional Services provided on a time and material basis in accordance with section 2.4 will be deemed to have been

completed following the accomplishment by Genetec of agreed time and/or materials foreseen in the Project Statement.

- 4.2. **Deficiencies.** Customer may reject a Deliverable which does not materially conform to or perform in accordance with the relevant Project Statement (a "Deficiency"). Customer shall advise Genetec of any Deficiency within the period defined in section 4.1. Genetec shall make at its cost all necessary corrections, repairs, changes or additions to or replacements of all or any part of the Deliverable so that it conforms to and performs in all material respects in accordance with the requirements set forth in the applicable Project Statement. Genetec shall have a reasonable period to fix the Deficiency and shall resubmit the Deliverable to Customer. Genetec's entire liability and Customer's sole remedy regarding any Deficiency shall be the above-mentioned corrections, repairs, changes, additions to or replacement of the rejected Deliverable.
- 4.3. **Support.** During the period defined in section 4.1, Genetec shall provide assistance to Customer as follows: (i) a joint triage and evaluation of Deficiencies identified by Customer during evaluation shall be conducted and Genetec shall maintain logs of the reported Deficiencies; (ii) Deficiencies shall be jointly categorized by severity and priority, based on impact to the Deliverables and Milestones; and (iii) Genetec shall address agreed upon high priority issues based on their impact on the Project Calendar.

5. Change Management

- 5.1. **Requesting changes.** Either party may request a change to a Project Statement at any point prior to the execution phase of the work under it. The requesting party is responsible for accurately identifying and documenting all requested modifications, additions or deletions to the Professional Services and/or Deliverables.
- 5.2. **Change requests.** Genetec will document each such request in a "Change Request" and deliver it to Customer for review and approval. Where a Change Request entails significant modifications, additions or deletions, Genetec may require that the new terms be documented in the form of a new Project Statement, which, once signed, will be deemed to terminate and replace of the original Project Statement. Change Requests shall contain at the minimum (i) a detailed description of the requested change; (ii) a proposed solution, including an effort and cost estimate of the Professional Services and/or Deliverables to be performed as part of the Change Request; and (iii) any other proposed changes to the Professional Services scope, fees, Milestones or Project Schedule, as applicable.
- 5.3. **Validity.** No change to a Project Statement shall be implemented unless it is in the form of a jointly signed Change Request. Once signed, a Change Request will be considered an amendment to the applicable Project Statement. If the parties do not agree on the terms of a Change Request, then Customer may either direct Genetec in writing to continue working under the terms of the original Project Statement or terminate the original Project Statement in accordance with section 7.3

6. Ownership and limited licenses

- 6.1. **Genetec property rights.** Genetec, together with its licensors and partners (as applicable), remains the sole owner of all rights, titles and interest, including without limitation all Intellectual Property Rights, in and to all Genetec Intellectual Property, the Products, Documentation and all Created IP, including all Modifications, derivative works as well as the goodwill to or associated with any of the above (collectively "Genetec Property"). Regardless of any statement to the contrary in a Project Statement and section 2.1 above, no ownership rights, title or interest in or to any Genetec Property shall, or be deemed to, be transferred or assigned to Customer or any other person in relation to the provision of Professional Services hereunder.
- 6.2. **Customer property rights.** Customer remains the sole owner of all rights, titles and interest, including without limitation all Intellectual Property Rights, in and to all Customer Intellectual Property, as well as of any Customer Materials, including all Modifications, derivative

works as well as the goodwill to or associated with any of the above (collectively “**Customer Property**”). Except for the limited license provided pursuant to section 6.4 below, nothing in these Terms shall, or be deemed to, transfer or assign any right, title or interest in or to any of such Customer Property to Genetec or any other person.

- 6.3. **Limited licence from Genetec.** To the extent that any Deliverable as delivered by Genetec contains any Created IP, then the license granted by Genetec on the Product to the Service Beneficiary under the Product Terms shall be deemed to extend and apply to all such Created IP to the extent required for, and for the sole purpose of, allowing Service Beneficiary to access and use the Deliverables in relation to such Product and for the purpose and to the extent defined in the relevant Project Statement.
- 6.4. **Limited licence from Customer.** Customer acknowledges that, for the performance of Professional Services, Genetec may require to access and/or use certain Customer Property. Therefore, where necessary, Customer hereby grants to Genetec a non-exclusive, non-transferable, non-assignable, worldwide royalty-free licence during the Term to access and use Customer Property to the extent necessary for, and for the sole purpose of, allowing Genetec to perform its obligations under the relevant Project Statement.
- 6.5. **No property Modifications.** Customer shall not (and shall not encourage, assist or permit any other person to) translate, deconstruct, disassemble, decompile, reverse engineer or otherwise extract any proprietary code or other underlying technologies of, or modify, any Product or Deliverable, or produce derivative works of any of them (or any part of them), except to the extent first agreed to in writing by Genetec or to the extent permitted by applicable law. The foregoing does not, however, prevent Customer from configuring or otherwise using standard features and options of the Product or Deliverable in accordance with the relevant Genetec Documentation.

7. Term and Termination

- 7.1. **Term.** These Terms will come to effect as of the effective date of each Project Statement and will terminate at the Delivery of the last Milestone described in such Project Statement, unless the Project Statement is terminated otherwise in accordance with these Terms (the “**Term**”).
- 7.2. **Termination for breach.** Either party may terminate a Project Statement for (i) a material breach of these Terms by the other party which is not cured within thirty (30) days after receipt by such party of a written notice identifying the breach; or (ii) if the other party becomes insolvent or files a petition in bankruptcy, to the extent permitted by law.
- 7.3. **Termination for convenience.** Customer may terminate a Project Statement for convenience by giving Genetec at least two (2) business days’ advance written notice.
- 7.3.1. To the extent that (i) Customer terminates a Project Statement that pertains to Professional Services to be performed on a time and material basis (in accordance with section 2.4 above); or (ii) the effective date of termination is more than ten (10) business days prior to the project start date defined Project Statement; then Customer is responsible for paying to Genetec: (a) any Professional Services fees then invoiced but not yet paid; (b) Genetec’s then current standard daily consulting rate for any work performed since the date of the last invoice to the date of termination; and (c) any reasonable fees and expenses incurred by Genetec prior to or in association with Customer’s termination the Project Statement, including any resource reallocation costs.
- 7.3.2. To the extent that Customer terminates a Project Statement that pertains to Professional Services to be performed on fixed budget basis or on the basis of defined Deliverables (in accordance with section 2.5 above) with the effective date of termination less than ten (10) business days before the project start date in that Project Statement, then the

termination of a Project Statement pursuant to this section is subject to an early termination fee equal to (i) fifty percent (50%) of the Professional Services fees payable under such Project Statement if scope of Professional Services does not include any custom development services; or (ii) seventy-five percent (75%) of the Professional Services fees payable under such Project Statement if the scope of the Professional Services to be provided thereunder includes custom development services. In all other cases, the termination of a Project Statement pursuant to this section is subject to an early termination fee equal to hundred percent (100%) of the Professional Services fees payable under such Project Statement.

- 7.4. **Termination for lack of engagement.** If Genetec determines, at its reasonable discretion, that Customer does not adequately collaborate with Genetec as necessary to enable Genetec to provide Professional Services under such Project Statement, Genetec shall give Customer a written notice to that effect. If, Genetec further determines that Customer’s collaboration remains inadequate following receipt of such notice, then Genetec may terminate a Project Statement for convenience by giving Customer a five (5) business days’ prior written notice to that effect.
- 7.5. **Survival.** Notwithstanding any such termination, the sections which by their nature shall survive the termination of the Agreement will survive its termination, including without limitation section 1, 2.7, 6, 7.5, 8 and 9.

8. Limited Warranties, Limitation of Liabilities and Indemnity

- 8.1. **Issues outside of Genetec’s control.** Where Customer supplies designs, drawings, and specifications to Genetec for non-standard or custom-made items or any other content or materials in any form (“**Customer Materials**”), Customer warrants that such Customer Materials do not infringe any third-party Intellectual Property Rights. Customer further agrees that Genetec shall have no liability in respect of any Deficiency in the Deliverables arising from: (i) specifications or materials supplied by Customer, including Customer Materials; (ii) damages of any kind resulting from or related to any accident, abuse, or misapplication of Deliverables, or their use in any way incompatible with these Terms or those of the Project Statement or the Master Agreement, or the relevant Documentation; (iii) use of the Deliverables in association with products or equipment not specified by Genetec as being compatible with such Deliverables; and/or (iv) Customer’s failure to comply with the applicable law. Furthermore, Genetec is not responsible for Customer’s use of the Deliverables. Customer will defend, indemnify and hold harmless Genetec (including its and its affiliates’ officers, directors, employees, agents, representatives, licensors and contractors) against any damages, costs or other liability resulting from any claim, suit or other action brought against Genetec to the extent it results from Customer’s breach of the warranty above and/or any actions or omissions of Customer set out in items (i) through (iv) above.
- 8.2. **Professional services warranty.** Genetec warrants that Professional Services will be carried out with reasonable care and skill. If Genetec does not meet the warranty terms outlined above, Genetec shall, at its sole option and cost, and as Customer’s sole remedy, to the extent permitted under the applicable law, either reperform the Professional Services that do not comply with this warranty, or refund the price paid by Customer for the provision of the Professional Services that do not comply with such warranty; provided Customer identifies any such issues within thirty (30) days from the provision of the part of the Professional Services giving rise to such warranty claim.
- 8.3. **No other warranties.** All other warranties, representations, terms and conditions not stated above (statutory, express, implied or otherwise) as to quality, condition, description, merchantability, noninfringement or fitness for purpose are hereby expressly excluded to the extent permitted under the applicable law.
- 8.4. **Exclusion of certain damages.** In no event shall Genetec be liable to Customer, under any theory of contract, tort, strict liability or

other legal or equitable theory, for any indirect, consequential, incidental or punitive damages of any kind, lost profits, lost business revenue, lost goodwill, business interruption, other economic loss or any loss of recorded data even if Genetec has been advised of the possibility thereof.

- 8.5. **Indemnity Against Infringement.** Genetec agrees to defend Customer against or settle any demands, claims and suits brought against Customer by an independent third party (each a "**Claim**") alleging that a Deliverable if used in accordance with accompanying Documentation and instructions, infringes or misappropriates intellectual property rights of such third party, and Genetec agrees to indemnify and hold Customer harmless from any damages, fees and costs awarded against Customer, or the amounts payable by Customer under a settlement approved by Genetec in writing, as a result of such Claim, provided that Customer promptly gives Genetec a written notice of such Claim, gives Genetec sole control of the defense or settlement of the Claim (provided that Customer 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. Notwithstanding the foregoing, upon becoming aware of such Claim, Genetec may, at its expense but without obligation to do so, at its option either: (i) procure the right to continue to use the allegedly infringing item as permitted under the Agreement; (ii) modify the item to make it non-infringing without substantially compromising its principal functions; (iii) replace it with a non-infringing functional equivalent, in which case Customer shall (and shall cause its and the Service Beneficiary's users to) promptly stop using the allegedly infringing item immediately; or (iv) terminate the Project Statement upon written notice to Customer and refund the fees paid by Customer under such Project Statement. Genetec shall have no obligation to defend, settle, indemnify or hold harmless Customer to that extent that the Claim arises from or relates to Customer Property or any other materials provided to Genetec by or on behalf of Customer.

9. Miscellaneous

- 9.1. **Independent parties.** The relationship between Genetec and Customer is that of independent contractors acting for their own account and neither is authorized to make any commitment or representation, express or implied, on the other's behalf unless authorized to do so in writing.
- 9.2. **Force majeure.** Neither party shall be responsible for failure to perform hereunder, save for payment obligations, due to causes beyond its reasonable control, including, but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, terrorist acts, acts of god, plant breakdown, computer or other equipment failure and inability to obtain equipment, or transportation issues (such as flight or train cancellations or delays).
- 9.3. **Entire agreement.** Any matters that are not expressly covered in these Terms are defined in the Master Agreement. These Terms, the Master Agreement and each Project Statement, together with any amendments, schedules and other documents incorporated to any of these documents by reference, constitute the entire agreement between Genetec and Customer pertaining to the Professional Services provided under each Project Statement. Any prior agreements between the parties pertaining to the subject matter of the Agreement are expressly voided.
-