
Software License Agreement & Genetec™ Advantage Terms of Use

YOU WILL NEED TO SCROLL DOWN TO READ THE ENTIRE DOCUMENT

SOFTWARE LICENSE AGREEMENT

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If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be considered deleted from the Agreement and shall not invalidate the remaining provisions of the Agreement. All other provisions of the Agreement shall survive the termination of the Agreement for any reason whatsoever.

This Agreement shall be construed in accordance with and governed by the laws of the province of Ontario, and the federal laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the judicial district of Montreal.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any other oral or written agreements, that the parties hereto may have had with respect thereto.

This Agreement may not be modified in any way without the written consent of both parties. No provision of the Terms may be waived unless in writing signed by the party to be bound by the waiver.

GENETEC ADVANTAGE TERMS OF USE

IN THE EVENT THE END-USER PURCHASES SOFTWARE MAINTENANCE SERVICES (GENETEC™ ADVANTAGE), EITHER CONCOMITANTLY WITH THE PURCHASE OF THE LICENSE FOR THE SOFTWARE PRODUCT OR SUBSEQUENTLY, THE END-USER AGREES TO BE BOUND BY THE FOLLOWING TERMS OF USE.

1. MAINTENANCE AND SUPPORT SERVICES

During the period set out in the Genetec™ Advantage Certificate issued upon the activation of the Genetec™ Advantage, Genetec undertakes to provide to the End-User the products and services set out in said certificate (the "Services"). Services may from time to time include delivery of Software Product(s) to the End-User. The term "Software Product(s)" means all software developed and licensed by Genetec and any related updates or upgrades, including where applicable, any associated media, printed materials and online or electronic documentation.

2. WARRANTY & LIABILITY

Genetec warrants that any services provided as part of the Services will be carried out with reasonable care and skill. Genetec's sole liability and the End-User's exclusive remedy for breach of this limited warranty shall be at Genetec's sole option to give credit for, or re-perform the Services. Warranty claims for Services must be made to Genetec within 90 days of the completion of same.

During the term set out in the Genetec™ Advantage Certificate, Genetec warrants that any Software Product delivered as part of the Services to the End-User, will perform in all material respects in accordance with the accompanying user manual, and the media on which the Software Product resides will be free from defects in materials and workmanship under normal use. GENETEC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT WILL OTHERWISE MEET THE END USER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. Genetec's entire liability and the End-User's exclusive remedy under this limited warranty provision shall be, at Genetec's sole option, either (a) refund of the price paid for the period of coverage under the Genetec™ Advantage Certificate, or (b) repair or replacement of the portions of the Software Product that do not comply with this limited warranty. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

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3. TERM

Services will begin upon activation of the systems covered and referred to in Appendix A of the Genetec™ Advantage Certificate and will terminate at the expiry of the period set out in the said certificate.

4. FINAL PROVISIONS

If any provision of these terms of use (the "Terms") is held to be invalid or unenforceable, such provision shall be considered deleted from the Terms and shall not invalidate the remaining provisions of the Terms. All other provisions of the Terms shall survive the termination of the Terms for any reason whatsoever.

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