

Bosch ("Bosch") develops, markets and licenses software products for use in video, intrusion, fire, access control and security systems. This Bosch Software Maintenance Agreement (the "Agreement") sets out the terms and conditions under which Bosch will provide "Maintenance Services" (defined below). The provision of Maintenance Services by Bosch is subject to and conditioned on Customer's acceptance of the terms of this Agreement and the terms of the Maintenance Service Level Agreement (the "Supplement"). By accepting Maintenance Services, Customer (defined below), acting as an Integrator (defined below) on behalf of an End User (defined below), accepts the terms of this Agreement including the Supplement. General business terms and conditions of the Customer conflicting with or deviating from the terms of this Agreement are only recognized insofar as Bosch expressly agreed to them in writing.

1. Definitions.

1.1 "Additional Features" means the expansions or optional features to the Software that are not part of the standard Software modules licensed by Customer at Effective Date, or that are added to the Software configuration after the Effective Date.

1.2 "Agreement" means this Bosch Software Maintenance Agreement, including the Maintenance Service Level Agreement referred to herein.

1.3 "Contract Period" means the period of the agreed Contract Years. Each Software configuration may have up to 5 Contract Years, and adding Additional Features does not affect this period.

1.4 "Contract Year" means the period of one (1) year starting at Effective Date of the first Software installation of a Customer, and each subsequent anniversary of the Effective Date (e.g. from 1st May year A until 30th April year A+1).

1.5 "Customer" means the party that purchases the Software and Maintenance Services, acting as an Integrator on behalf of an End User.

1.6 "Effective Date" means the date on which the license activation key for the Software is delivered by Bosch, following payment in full by Customer.

1.7 "End User" means any purchaser of the Software from the Customer who is the ultimate consumer for whom the Software is purchased and who does not intend to resell the Software or Maintenance Services to a third party.

1.8 "Installation Site" means the specific Customer or End User location where the Software is installed.

1.9 "Integrator" means reseller and/or installer of Software on behalf of an End User.

1.10 "MSLA" means the "Maintenance Service Level Agreement" or "Supplement", which sets out the details of the Maintenance Services as applicable from time to time. The MSLA is attached hereto and can be found on your local Bosch Security Systems website ([LINK](#)).

1.11 "Maintenance Services" means the maintenance services as described in this Agreement and in the MSLA.

1.12 "Maintenance Services Fee" means the fee to be paid by Customer to receive the Maintenance Services.

1.13 "Major Release" means a major Update or Upgrade to the Software which includes significant enhancements and/or a major redesign of the Software, identified by Bosch by a change to the first digit in the release number (e.g. change from version 2.0 to 3.0).

1.14 "Minor Release" means a minor Update or Upgrade to the Software (including service releases or bug fixes), identified by Bosch by a change in the second or following digit in the release number (e.g. change from version 2.1 to 2.2 or 2.2.1 to 2.2.2.).

1.15 "Software" means the software product developed or licensed by Bosch for which Customer has purchased a license to use on behalf of an End User, and which is specified in the order confirmation issued by Bosch.

1.16 "Update" means software release and error correction release, or parts thereof, which fix or correct known problems and may provide new functionality or features.

1.17 "Upgrade" means replacement of software with a new version in order to bring the software up to date or improve its characteristics.

2. Start of the Maintenance Services.

2.1 The Maintenance Service starts at Effective Date of the Software purchased under this Agreement.

3. Description and coverage of the Maintenance Services

3.1 The Maintenance Services are comprised of the technical support (bug-fixing) and technical updates (software maintenance through issuing new Major or Minor Releases) of the Software. The details of the Maintenance Services, which details may list, without limitation, included and excluded services, duties of Customer, and service levels offered by Bosch, are described in the MSLA.

3.2 The MSLA is subject to modification by Bosch via the posting of an updated edition of the MSLA at the Bosch website referenced in Section 1.10 above. Except as stated otherwise in the then current version of the MSLA, a new version of the MSLA will be applicable to and incorporated into this Agreement the earlier of (i) one (1) month after such MSLA version is posted on the Bosch website, or (ii) the start of the first Contract Year following such posting on the Bosch website.

3.3 The Maintenance Services cover the Software configuration licensed at Effective Date. Additional Features are added to the scope of the Maintenance Services as of the Effective Date of such Additional Feature, subject to Customer having paid the license fee for such Additional Feature. The initial period of Maintenance Services for an Additional Feature runs from the Effective Date of such Additional Feature until the end of the running Contract Period during which the Additional Features are added to the Software configuration.

3.4 Updates shall be developed at intervals set by Bosch and made available to the Customer as a download. Updates shall be created only for the respective most recent version of the software.

3.5 Within the technical support Bosch shall make commercially reasonable efforts to correct errors reported by the Customer in accordance with the MSLA.

4. Customer Obligations.

4.1 Contact Information. Customer shall nominate two designated authorized employees for support requests. For each support request, Customer must provide the following details: Customer's name, software version, operating system version, development environment version, and a detailed description of the error Customer shall provide Bosch prompt written notice of all changes to Customer's contact information. Customer shall also provide the name and contact information of End User.

4.2 Customer duties under the MSLA. Customer shall comply with its duties as set forth in the MSLA. In the event Customer does not comply with such duties, then Bosch, without limiting other available remedies, may terminate the Agreement upon written notice to Customer. Customer represents and warrants that Customer has all necessary authority to bind Customer to the terms and conditions of this Agreement, otherwise Customer is required to refrain from using the Software and Maintenance Services. If Customer is acting as the Integrator of the Software, Customer agrees that it has the necessary authority to accept and sign this Agreement on behalf of End Users and bind End Users to the terms and conditions of this Agreement.

5. Fees and Payments.

5.1 Maintenance Services Fee.

5.1.1 The agreed Maintenance Services Fee for Maintenance Services shall be payable by no later than the due date specified in the invoice issued by Bosch without deductions for the agreed number of Contract Years, and are subject to VAT (where applicable).

5.1.2 After the agreed Contract Period, the term of this Agreement is only extended if the Customer places a valid order therefore, and pays the then current Maintenance Services Fee for the next Contract Period.

5.2 **Additional Features.** Additional Features are invoiced at the start of the first Contract Year following the Contract Year in which such Additional Features are activated.

5.3 **Reinstatement fee.** If Customer wishes to reinstate the Maintenance Services after such Maintenance Services have been terminated, Bosch will charge Customer a reinstatement fee. The reinstatement fee covers the period of time between when the Maintenance Services were terminated and the date the Maintenance Services are to resume. The reinstatement fee will be equal to the then current prevailing Maintenance Services Fees for covered Software components for the lapsed period of time.

5.4 **Maintenance Services Fee Changes.** Bosch may change (increase or decrease) the Maintenance Services Fee upon written notice at least sixty (60) days prior to the effective date of such change. Such changes do not affect the Maintenance Services fee for the then current Contract Period.

5.5 **Payment.**

5.5.1 All invoices must be paid without any deductions to a bank account specified by Bosch until the due date specified in the invoice issued by Bosch. All Maintenance Services Fee payments shall be in the currency of the license fee paid for the Software.

5.5.2 **Taxes.** The Maintenance Services Fee is exclusive of all applicable federal, state, provincial and local taxes including, without limitation, sales, use, property, value added, goods and services, excise, and similar taxes, and all such taxes shall be assumed and paid by Customer, excluding taxes on Bosch's net income. In the event that Bosch determines that any such taxes are subject to withholding requirements, Bosch may bill Customer for such taxes, and Customer shall promptly pay the amount billed. If any such tax for which Customer is responsible hereunder is paid by Bosch, Customer agrees to promptly reimburse Bosch therefore.

5.6 **Terms.** Failure of Customer to fully pay any fees within the period specified in the applicable Bosch Standard Terms and Conditions of Sale after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of Bosch's obligations, and shall be sufficient cause for immediate termination of this Agreement by Bosch. Any termination or suspension of this Agreement does not relieve Customer of paying past due fees plus interest. In the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees.

6. **Warranty and Remedies.**

6.1 **Warranty.** Bosch warrants that the Maintenance Services shall be performed in a professionally diligent manner and in accordance with generally accepted industry standards. For any breach of this warranty, Customer must provide a claim specifying in reasonable detail the nonconformance, and Bosch shall exercise commercially reasonable efforts to re-perform the identified nonconforming Maintenance Services.

6.2 THE FOREGOING IS A LIMITED WARRANTY AND BOSCH EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY BOSCH WARRANTY OR REPRESENTATION.

6.3 Customer shall be liable for any damages that occur as a result of Customer's failure to install updates, both Major Releases and Minor Releases, as recommended by Bosch.

6.4 **Customer can exercise its warranty rights as set out in section 6.1 above for a period of thirty (30) days,** beginning on the date of delivery of the Update, Upgrade or new Release. The Customer shall be time-barred from filing a warranty claims or exercising any rights under section 6.1 after the expiry of this thirty (30) day warranty period.

6.5 **Remedies.** Bosch's sole obligation and Customer's sole remedy under the limited warranty set forth above are strictly and exclusively

limited to re-performance of any Maintenance Services which were not performed in accordance with the above warranty, and which are made known to Bosch by written notice from Customer during the thirty (30) day warranty period contemplated in section 6.4 describing such failure in performance in reasonable detail or, at the election of Bosch, a pro rata refund of the Maintenance Services Fees paid by Customer for the portion of the Maintenance Services which were the subject of Customer's warranty claim. The Customer has no right of withdrawal in the event of minor defects.

7. **Limitation of Liability.**

THE LIABILITY OF BOSCH AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, CONTRACTORS OR REPRESENTATIVES (COLLECTIVELY THE "BOSCH-PARTIES") FOR ANY CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, FOR ANY DAMAGES RESULTING FROM OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE MAINTENANCE SERVICES PERFORMED HEREUNDER, SHALL BE LIMITED TO THE LESSER OF (I) CUSTOMER'S ACTUAL DIRECT DAMAGES RELATED THERETO, OR (II) THE AMOUNT OF THE MAINTENANCE SERVICE FEES PAID BY CUSTOMER FOR THE PORTION OF THE MAINTENANCE SERVICES WHICH ARE THE SUBJECT OF CUSTOMER'S CLAIM. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE BOSCH-PARTIES EXCEED THE MAINTENANCE SERVICES FEES PAID BY CUSTOMER HEREUNDER DURING THE CONTRACT YEAR IN WHICH THE CLAIM ACCRUED.

IN NO EVENT SHALL ANY OF THE BOSCH-PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS AND OTHER ECONOMIC DAMAGES, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Term and Termination.**

8.1 **Term.** The term of this Agreement shall begin on the Effective Date for the agreed Contract Period.

8.2 **Termination for Cause.** Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party.

8.3 Bosch may terminate this Agreement at any time upon six (6) months' notice that the Software will no longer be continued to be licensed and/or serviced.

9. **General.**

9.1 **Excusable Delay.** Neither party will be liable for any failure of or delay in performance of its obligations under this Agreement (other than failure to pay money when due) to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, wars, terrorist acts, civil disturbances, sabotage, accidents, pandemics, insurrections, blockades, embargoes, explosions, labor disputes, acts of any governmental body, failure or delay of third parties (including subcontractors) or governmental bodies from whom a party must obtain approvals, franchises, or permits, equipment failure or breakdown, or inability to obtain labor, materials, equipment or transportation, power shortage or blackouts (the foregoing collectively called "Excusable Delay"). Each party will use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from an Excusable Delay.

9.2 **Waiver.** Any delay by a party in exercising its rights hereunder will not constitute a waiver of its rights or its ability to enforce any such rights.

9.3 **Severability.** If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained herein.

9.4 **Survival.** The terms and conditions of this Agreement regarding payment, ownership of intellectual property, warranty, indemnification, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, and termination of this Agreement, survive and continue in effect.

9.5 Governing Law/Arbitration. This Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws of the Province of Ontario, except for its choice of law rules, and the laws of Canada applicable in the Province of Ontario; the United Nations Convention on the International Sale of Goods shall not apply. Any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules, within 30 days after either party has notified the other in writing that it is submitting a dispute to arbitration. The place of arbitration shall be the City of Toronto, Ontario, Canada. The language of the arbitration shall be English. If the parties have not agreed on a sole arbitrator within 30 days after the commencement of arbitration, each party shall appoint one person to serve as co-arbitrator of a three person tribunal. The co-arbitrators shall then appoint the presiding arbitrator within 20 days after their appointment. Neither party shall be allowed to object to a co-arbitrator appointed by the other party. If any arbitrators are not selected within these time periods, ICDR Canada shall, at the written request of any party, complete the appointments that have not been made. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein. The arbitration award shall be final and binding, and it may be entered in and enforced by any court of competent jurisdiction. The party prevailing in the arbitration or any other legal proceedings shall be entitled to recover its costs including reasonable attorney's fees incurred due to the arbitration or other legal proceedings/

9.6 Relationship of the parties. The relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party shall represent to third parties that it is the representative of the other in any manner or capacity whatsoever.

9.7 Section Headings. Section headings are for convenience only and will not be construed as a part of this Agreement.

9.8 Notices. All notices, requests, demands or other communications by the parties, other than routine operation communications under this Agreement, required or permitted to be given by one party to the other shall be given in writing by email or sent (postage prepaid with return receipt or delivery confirmation requested) by registered mail, certified mail, or by courier service (e.g. Federal Express, UPS, etc.), Such notices, requests, demands or other communications shall be deemed to have been received upon delivery as evidenced by receipt or delivery confirmation.

9.9 English Language. The parties hereto expressly required that this Agreement be written in English. The English version of this Agreement will govern in the event of any disagreement over any translation. *Les Parties aux présentes confirment qu'elles ont accepté que la présente convention de même que tous les documents s'y rattachant soient rédigés en anglais.*

9.10 Entire Agreement. This Agreement, including the MSLA, any Bosch Standard Terms and Conditions of Sale as applicable from time to time, as well as all exhibits, schedules or appendices hereto, constitutes the complete and exclusive statement of the terms hereof and supersedes all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. Any Customer purchase order or similar document issued by Customer shall not be part of this Agreement and shall not add to or modify any of the terms hereof. This Agreement may only be changed or supplemented by a written amendment signed by authorized representatives of the parties.