

## LENELS2 END USER LICENSE AGREEMENT

**IMPORTANT NOTICE, PLEASE READ CAREFULLY.** This End User License Agreement (“**EULA**” or “**Agreement**”) is a legal agreement between the business entity using the Software (“**User**” or “**You**”) and Honeywell Security Americas LLC and its affiliates (“**LenelS2**”) (collectively, the “**Parties**” and each a “**Party**”), which sets forth the rights and obligations governing use of this software, add-on components, and internet-based service components (if any) of the Software that LenelS2 may, in its sole discretion, provide or make available to you and any browser-based clients, modules or related mobile application, if applicable (“**Mobile App**”), including any updates thereto, (collectively, the “**Software**”) and related documentation (“**Documentation**”). This EULA takes precedence over any other terms and conditions, documents or agreements between the Parties solely in relation to the Software.

**BY DOWNLOADING, CLICKING “ACCEPT”, AND/OR USING THE SOFTWARE AND DOCUMENTATION, YOU, AS THE PERSON INSTALLING THIS SOFTWARE ON BEHALF OF USER, REPRESENT: (1) THAT YOU HAVE READ THIS EULA AND (2) YOU HAVE THE AUTHORITY TO AGREE TO THE TERMS OF THIS EULA ON BEHALF OF USER. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF USER OR DO NOT AGREE TO ITS TERMS, DO NOT CLICK “ACCEPT” OR USE THE SOFTWARE OR DOCUMENTATION.**

- 1. License Rights.** Subject to the terms and conditions of this EULA and payment of applicable fees, LenelS2 hereby grants a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable right and license to download, install, use, and make a reasonable number of back-up copies of the Software and Documentation, solely (i) in the form made available by LenelS2 and in accordance with the Documentation; (ii) for User’s internal business purposes, including, for example, use by User’s authorized employees, related entities, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA (“**Authorized End Users**”); and (iii) in accordance with any express limitations on the number of Authorized End Users, accounts, assets, sites or other usage metrics set forth in the Documentation or any written agreement with LenelS2 or an authorized licensor (collectively, “**Software Use Rights**”). Upon termination or expiration of the applicable purchase order, subscription license term, and/or this EULA, User’s license to the Software and Documentation terminate immediately and User will stop using the Software and Documentation and return, destroy or delete, as directed by LenelS2, all copies of the Software and associated keys. User is responsible for its Authorized End Users’ compliance with this EULA.
- 1. Restrictions on Use.** Except as expressly permitted in writing by LenelS2, User will not directly or indirectly through an Authorized End User (and will not authorize, encourage or cooperate with any third party to): (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer the Software or any license rights in any manner; (b) use the Software in a manner inconsistent with or in excess of the Software Use Rights; (c) create derivative works or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons of the Software; (f) create, benchmark or gather intelligence from the Software for a competitive offering; (g) translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software; (h) disclose keys or login information required to use the Software to any third party, circumvent any license management, security devices, access logs, or other software protection measures of the Software, modify, tamper with, or disassemble keys, or merge the Software into any other software; (i) alter or remove any proprietary rights notices or legends on or in the Software; or (j) permit any use of the Software by any third party or non-licensed entity, including contractors; (k) use any LenelS2 AI (as defined below) or any data, text, content, sound, videos, software code, image, material, information, communication, and other outcome, action or result generated from use of the LenelS2 AI (“**Outputs**”) for any uses of LenelS2 AI that could or does: (i) significantly and negatively impact LenelS2’s operations or reputation; (ii) significantly and negatively impact intellectual property protections or data security or privacy; (iii) impact the work and lives of User’s employees, users, partners, clients, and members of the public; or (iv) present novel or significant legal, compliance, or enterprise risks, including high risk AI Systems, which pose significant risk of harm to people’s health, safety, or fundamental rights as defined under the EU AI Act (as defined in Section 7 below) (“**High Risk Use**”) or means any use of LenelS2 AI that: (i) could have or actually has an effect on the access of an individual to employment or in a manner that could affect an individual’s rights under Applicable AI Laws (as defined in Section 7 below); (ii) could lead or cause bias or discrimination; or (iii) lead to errors, omissions or other risks that have the potential to impact safety, fundamental rights of natural persons or affect the safety of tangible or physical property including prohibited uses as defined under the EU AI Act (“**Unacceptable Risk Use**”); (l) use LenelS2 AI to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision; (m) distribute or use the LenelS2 AI in any manner except as provided under this EULA; (n) make modifications to or otherwise create derivative works of or improvements to the LenelS2 AI; notwithstanding the foregoing, any such unauthorized works and any intellectual property rights therein, will be deemed to be the sole and exclusive property of LenelS2; (o) circumvent or interfere with the technical protections, security or operation of the LenelS2 AI; (p) assert, or authorize, assist, or encourage any third party to assert against LenelS2 or any LenelS2 affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the LenelS2 AI; (q) copy, create, offer, train, or sell any competing AI System, product, service or offering with the same or similar functionality during the term of this EULA; (r) access or use the LenelS2 AI in a manner that infringes another’s intellectual property rights; (s) engage in any conduct that may be detrimental to the LenelS2 AI or marketability thereof; (t) use LenelS2 AI or Outputs to generate content that violates or promotes violence, hate speech, or harassment; or insults or demeans a person; generates sexually explicit content or contravenes any regulatory safety policies; (u) mislead any person that LenelS2 AI or Outputs are solely human-generated; (v) enter into any agreement which requires User to take any actions that are in conflict with the terms of this EULA; (w) sublicense, distribute or otherwise make available any

portion of the LenelS2 AI (including any functionality of the LenelS2 AI) to any third party; (x) use or make any Output available to third parties without disclosing that the Output was generated using an AI System. Any violation of the restrictions in this Section will constitute a material breach of this EULA. There may be measures in the Software to prevent unlicensed or illegal use of it, and/or that report to LenelS2 metrics related to its use. Further, User may not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing any Mobile App on an Apple product, or (b) Google Play Terms of Service for Android users accessing any Mobile App on an Android product. As used herein, “**LenelS2 AI**” means a machine-based system designed to operate with varying levels of autonomy (including solving problems and performing tasks), that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from any query, prompt, request or other information, content or material submitted to such system for the purpose of generating an Output (“**AI Input Data**”) it receives, how to generate Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes features which incorporate artificial intelligence models or tools made available by LenelS2 to User.

2. **Account Access.** User acknowledges and agrees that (i) this license may be subject to payment of the relevant fees to LenelS2 by a general contractor, distributor, dealer, reseller, integrator, installer, or central station (each, a “**Provider**”), and (ii) LenelS2 will have no liability whatsoever to User to the extent User’s access to the Software is revoked due to such Provider’s failure to pay LenelS2 for the Software.
3. **Account Security.** User agrees and acknowledges that to the extent applicable, it will: (i) maintain strict confidentiality over all names, passwords, or other credentials of User’s Authorized End Users; (ii) assign accounts to unique individuals and not allow others to use User’s or Authorized End User’s credentials or account, including sharing among multiple users; and (iii) immediately notify LenelS2 of any unauthorized use or breach of security or security incident related to User’s or Authorized End User’s accounts; (iv) submit only complete and accurate information; (v) maintain and promptly update information if it changes; and (vi) manage user access .LenelS2 many use rights management features (to prevent unauthorized use). User is responsible for any costs or damages incurred due to unauthorized use or access to the Software via User’s Authorized End Users’ account credentials or systems.
4. **Audit.** User will maintain complete, current and accurate records documenting the location, access and use of the Software or other offerings. During the term of this EULA and for 1 year thereafter (the “**Audit Period**”), LenelS2 may: (a) require User to send written certification of compliance with the terms and conditions of this EULA within thirty (30) days; and (b) upon reasonable notice, initiate an audit of the User’s records and electronic logs to verify User’s access to and use of any Software or other offerings and User’s compliance with the terms and conditions of this EULA, it being understood that any failure to deliver a certificate of compliance on a timely basis will extend the audit period and that any audit initiated within the audit period may permissibly be completed after the end of the Audit Period. User may not take any steps to avoid or defeat the purpose of any such verification measures and will cooperate with LenelS2 to facilitate LenelS2’s audit. If any audit reveals any underpayment, if User is purchasing the Software or other offerings directly from LenelS2, (i) User will promptly pay LenelS2 the underpaid fees and related maintenance and support fees and (ii) If the underpayment is five percent (5%) or more of the fees paid for the Software or other offering in any three (3) month period, User will reimburse LenelS2 for its audit costs and audit-related expenses. If User is purchasing the Software through a Provider, User will promptly pay the Provider the underpaid fees and related maintenance and support fees for the benefit of LenelS2.

**Updates & Support.** This EULA applies to any updates, supplements, add-on components, and internet-based service components (if any) of the Software that LenelS2 may, in its sole discretion, provide or make available to you. If LenelS2 provides additional terms along with the Update, those terms will apply to the Update. If LenelS2 provides you with an Update, LenelS2 may, at its sole discretion, require you to use the Update and cease use of prior versions of the Software. LenelS2 reserves the right to discontinue any internet-based service (if any) provided or made available to you through the use of the Software. LenelS2 does not provide User with any dedicated support or maintenance for the Software, except to the extent otherwise agreed in writing. User understands that failure to install an update or upgrade of the Software (including Mobile Apps) may mean loss of features or functions of the Software, including, without limitation security functions. LenelS2 may offer technical support in its sole discretion or as agreed in writing but has no obligation to furnish such services and may terminate the same at any time without notice. If User is purchasing the Software through a Provider, User understands and agrees to contact Provider for all technical support. User acknowledges that neither Apple (for iOS Mobile Apps) nor Google (for Android Mobile Apps) has any obligation to furnish any maintenance or support services in connection with the Software. User is solely responsible, and LenelS2 has no liability, for: (a) selection, securing, installation, configuration, access and use of Software, including verification of results obtained from Software and taking appropriate measures to prevent loss or theft of User data; (b) operating, controlling and maintaining equipment, infrastructure and connectivity required to use the Software; and (c) applying patches, bug fixes, upgrades and updates of the Software or third party materials. LenelS2 is not responsible for any injury or damage to any persons or property resulting from use of Software. User will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software.

5. **Intellectual Property Rights.** Except for those limited rights expressly granted in this EULA, LenelS2 and its affiliates and licensors own and reserve all intellectual property rights in and to the Software, the Documentation and all of their derivative works, modifications and improvements. The Documentation, Software and operation and performance of the Software and any feedback

provided by User to LenelS2 thereto constitute LenelS2's confidential information. Use of the Software does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. LenelS2 and its affiliates and licensors and suppliers reserve all rights not granted in this EULA. Access to use the Software is licensed to you, not sold, under this EULA.

All information, files, graphics, images, documentation, communications and any other material (except Feedback, (defined below) that you choose to submit using the Software (collectively, "User Submissions"), if any, are understood to be submitted voluntarily and will not be considered confidential or proprietary. LenelS2 does not claim ownership of User Submissions. However, by submitting, uploading, posting, or transmitting User Submissions and/or Controlled Personal Data in or through the Software, you grant to LenelS2 a worldwide, royalty-free, non-exclusive, sublicensable license to use, distribute, reproduce, modify, adapt, create derivative works of, publish, translate, publicly perform and publicly display those User Submissions in accordance with this EULA. You are solely responsible for all User Submissions uploaded, downloaded, posted, emailed, transmitted, stored or otherwise made available through the Software. LenelS2 reserves the right to determine whether any User Submission is appropriate and in compliance with this EULA, and may pre-screen, monitor, filter, restrict, block, move, refuse, modify or remove User Submissions at any time in its sole discretion, without prior notice. LenelS2 does not guarantee the security or availability of any User Submissions or other information transmitted or stored through the Software. You acknowledge that it is possible for LenelS2 (or any third party acting on behalf of LenelS2), in the course of providing the Software or its related services, to collect data [other than User Submissions or Controlled Personal Data.

You may choose to, or LenelS2 may invite you to, submit comments, suggestions, or ideas about the Software, including how to improve the Software and any related components, Mobile Apps, or LenelS2 AI ("Feedback"). By submitting any Feedback, you agree that any submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place LenelS2 under any fiduciary or other obligation. You irrevocably assign to LenelS2 all right, title and interest throughout the world in the Feedback without the right to any compensation or royalties from LenelS2 and, to the extent allowed by applicable law, you waive all moral rights you may have in the Feedback. LenelS2 may use, copy, modify, publish, or redistribute the submission and its contents, including any Feedback, for any purpose. You also agree that LenelS2 does not waive any rights to use similar or related ideas previously known to LenelS2, developed by its employees, or obtained from other sources.

6. **Data Rights.** User retains all ownership and other rights to data and other information that User or persons acting on User's behalf make available in relation to, or which is collected from User's systems, devices or equipment by, the Software ("**Input Data**"). User grants to LenelS2 and its affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support LenelS2's products, services or offerings. LenelS2 may use Input Data for any other purpose provided it is in an anonymized form that does not identify User or any data subjects. User has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit LenelS2's use of Input Data. Unless agreed in writing, LenelS2 does not archive Input Data for User's future use. User consents to any transfer of User's Input Data outside of its country of origin, except that Personal Data is subject to the DPA. Input Data is User's Confidential Information. All know-how and information developed by LenelS2 and/or its affiliates by analyzing Input Data (but excluding Input Data itself) as well as all results of the LenelS2 AI, including software, models, designs, drawings, documents, inventions, and know-how, conceived or developed in connection with the Agreement and any intellectual property rights related thereto, are owned exclusively and solely by LenelS2 and are LenelS2's Confidential Information. User has no right or license to intellectual property or inventions provided by LenelS2, except as granted in this EULA.
7. **AI Input Data and Outputs.** LenelS2 and its affiliates and licensors own and retain all right, title and interest, including all intellectual property rights, in and to: (i) the SaaS, LenelS2 AI and all derivative works, modifications and improvements of the SaaS and LenelS2 AI; and (ii) know-how and information (excluding AI Input Data and Input Data) and that is developed by LenelS2 or its affiliates by analyzing Input Data (including AI Input Data) or generated via, or derived from, providing or supporting the SaaS whether (a) developed by LenelS2 or its affiliates by processing or analyzing User's and Users' use of the LenelS2 AI and/or Input Data (including AI Input Data) or (b) generated via or derived from providing or supporting the LenelS2 AI ("**Know-how**"). The operation and performance of the LenelS2 AI is LenelS2's Confidential Information. Subject to User's compliance with the terms and conditions of this Agreement (including acceptable use), LenelS2 hereby grants to User a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights. User and Authorized End Users will not remove, modify or obscure any intellectual-property-right notices on the SaaS. To the extent required by any applicable laws or regulations regarding the use of AI Systems, including but not limited to the European Union Artificial Intelligence Regulation ("**EU AI Act**") ("**Applicable AI Laws**"), and upon User's reasonable request, LenelS2 will provide summaries of the data used to train the LenelS2 AI.

User retains all rights to AI Input Data and though User has a right to use Outputs generated by the LenelS2 AI, the Outputs are owned by LenelS2. User is solely responsible to ensure that all Outputs are checked and validated, that they are fit for User's purpose and that they are in compliance with Applicable Laws prior to their use. To the extent any Applicable AI Laws require certain disclaimers or disclosures, User agrees to comply with any such requirement in accordance with User's use of LenelS2 AI. Further, due to the nature of an AI System, the Output may not be unique across users and the LenelS2 AI may generate or return the same or similar Output to other customers, LenelS2 or a third party. If User provides LenelS2 with written notice or otherwise decides that

User no longer desires to use LenelS2 AI, LenelS2 is not required to retain the AI Input Data or Outputs used or otherwise processed in connection with the LenelS2 AI.

## 8. Data Privacy.

- a. “**Applicable Data Privacy Laws**” means applicable data protection, privacy, breach notification, or data security laws or regulations. “**Data Controller**” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). “**Personal Data**” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. “**Personal Data**” means (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data that is made available by User to LenelS2 in relation to the use of the Software for the purposes of providing, improving, or developing LenelS2 products and services.
  - b. Each Party will process the Controlled Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer the Controlled Personal Data to the other Party (including providing notice).
  - c. To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK’s Data Protection Act 2018 (“Controller SCCs”) in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.
  - d. The Software may require the collection and processing of Personal Data to function as intended, including for the purposes of registering or managing Software, activating or deactivating Software, and providing functionality of certain internet-based services of the Software, such as BlueDiamond, as applicable. Any Personal Data contained in your systems is owned and controlled by you. You retain the obligation to provide notice to or obtain consent from any individuals for whom you provide Personal Data to LenelS2, to ensure that you have the legal right to provide such information to LenelS2 and to otherwise comply with Applicable Data Privacy Laws. LenelS2, its affiliates, its licensors and/or its suppliers will retain, use, process and transfer Personal Data in accordance with Applicable Data Privacy Laws and in accordance with the Privacy Notice available at <https://www.honeywell.com/us/en/privacy-statement>.
  - e. If LenelS2 processes Personal Data on Company’s behalf, LenelS2’s Data Processing Agreement (“DPA”) at <https://www.honeywell.com/us/en/company/data-privacy> apply.
9. **IP Indemnification.** User will, at User’s expense and at LenelS2’s option, defend and indemnify LenelS2 and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by LenelS2, arising out of any claim brought against LenelS2 by a third party: (a) alleging that User, its affiliates, or any of its or their employees, agents or subcontractors, infringes such third party’s copyright, patent, trademark or trade secret rights including in providing any Input Data (including AI Input Data); (b) arising out of or relating to access or use of the Software or LenelS2 AI by any of User and its affiliates or any of its and their employees, agents and subcontractors; (c) arising out of third-party claims related to LenelS2’s possession, processing or use of Input Data (including AI Input Data) in accordance with the Agreement; (d) User’s use of the LenelS2 AI for any High Risk Use or Unacceptable Risk Use; or (e) User’s failure to comply with the terms of this Agreement.
10. **Cybersecurity.** User represents and warrants that User will (i) use commercially reasonable administrative, physical and technical safeguards to protect User’s systems, facilities, operations or data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current Documentation for the same; (iii) make no modifications or alterations to any cybersecurity-related services, software, SaaS or related hardware LenelS2 may provide without LenelS2’s express written permission; (iv) designate 2 or more employees, executives, or agents (the “**Contact Person(s)**”) who will respond to any events and take recommended actions to mitigate harm to User’s network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or User’s board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth User’s policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (the “**Cybersecurity Policy**”); (vi) develop and adopt a written incident response plan (“**IRP**”) that is exercised and/or practiced with key scenario driven evaluations on at least an annual

basis; and (vii) provide LenelS2 with copies of User's Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon LenelS2's request.

11. **Third-Party Software & Open Source.** Certain components of the Software may incorporate open-source software ("**OSS**") or third-party software (collectively, "**Third-Party Software**"). To the extent required by the licenses covering the same, the terms of such third-party licenses ("**Third-Party Terms**") will govern solely with respect to such Third-Party Software. If there are no Third-Party Terms, User's use will be (a) subject to the same terms as the Software and (b) solely in connection with User's use of such Software. To the extent the licenses applicable to OSS (i) prohibit any restriction in this Agreement with respect to such OSS, such restriction will not apply to such OSS; and (ii) require LenelS2 to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. User acknowledges receipt of notices for OSS. User is solely responsible for determining, obtaining and complying with all Third-Party Terms. All Third-Party Software is provided on an "as-is" basis, and LenelS2 makes no representations or warranties, either express or implied, of any kind regarding (i) any Third-Party Software or User's use of Third-Party Software, and (ii) Third-Party Terms or User's compliance with the same.

Such required third-party software notices and/or additional terms and conditions can be found at: (1) the OnGuard Attributions document included in the program files\doc directory with the Software and/or (2) the NetBox Open Source Attributions link on the About page of your NetBox: [http://\[NetBox IP Address\]/help\\_files\\_en/eula\\_third\\_party\\_licenses\\_netbox.htm](http://[NetBox IP Address]/help_files_en/eula_third_party_licenses_netbox.htm). These notices and/or additional terms and conditions are made a part of and incorporated by reference into this EULA and/or the LenelS2 product that references these notices and/or additional terms and conditions. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein.

IN PARTICULAR, REGARDING H.264/AVC VISUAL STANDARD AND THE VC-1 VIDEO STANDARD, ONGUARD IS LICENSED UNDER THE AVC, AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (1) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (2) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR WILL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

12. **Compliance.**

- a. User and its affiliates will comply with all laws and regulations applicable to access and use of the Software. User acknowledges that: (a) LenelS2 does not provide legal advice regarding compliance with laws and regulations related to use of the Software, and (b) the Software has functionality that could be used in ways that do not comply with laws and regulations and User is solely responsible, and LenelS2 has no liability, for User's compliance with law with respect to its use of the Software. To the extent User or User's Authorized End User are government entities, the Software and all associated Documentation are "commercial computer software" and related "commercial computer software documentation" and "restricted data" provided to User under "Limited Rights" and "Restricted Rights" and only as commercial end items. User and its affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where User conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("**Sanctions Laws**") related to User's access to or use of the Software. User represents and warrants that none of User or its directors, employees, contractors, agents, banking partners, affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "**Sanctioned Persons**"). Neither User nor its affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Software, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Software for any purpose prohibited by the Sanctions Laws. User will not submit to the Software any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. User's violation of this Section will be a material breach.
- b. Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. User agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. LenelS2, at its expense, may audit User to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and User will provide reasonable assistance to LenelS2 to complete such audit. User's failure to comply with this provision will be deemed a material breach of the Agreement. User will not submit to the Software any data subject to the Sanctions Laws.

- c. LenelS2 will obtain the export license when LenelS2 is the exporter of record. User must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Software purchased, delivered, licensed or received from LenelS2. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.
- d. User will notify LenelS2 immediately in writing of actual or reasonably suspected violations of this section. LenelS2 may suspend or terminate the Agreement or any order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without LenelS2 incurring any liability.

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**14. Warranty & Warranty Disclaimer.**

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