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2. Terms.

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3. Authorization.

If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.

4. Electronic Delivery.

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- You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
- You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software.

- If you have a mandatory right to do so under statute, you must inform 4Securitas in writing about such modifications.

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No transfer of ownership of any intellectual property will occur under this Agreement.

7. Copyright Notices.

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8. Warranty and Disclaimer.

30-day Limited Warranty for 4Securitas Software.

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10. Limitation of Liability.

4Securitas's liability to you under this Agreement is limited to the amount actually paid by you to 4Securitas for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor 4Securitas will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

11. Exclusion of Damages.

UNDER NO CIRCUMSTANCES WILL 4SECURITAS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE, TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY: (a) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR (b) LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE LICENSED MATERIALS OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT 4SECURITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE LICENSED MATERIALS, AND FOR ANY RELIANCE THEREON.

12. Termination.

This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to 4Securitas. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

13. Assignment. You may not assign this Agreement without prior written consent of 4Securitas, payment of transfer fees and compliance with 4Securitas's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

14. Licence Fee. The End User shall pay to the Licensor the Licence Fee in accordance with the payment schedule set out in the attached MSRP document.

15. Payment terms. All payments due under this EULA:

1. are exclusive of Value Added Tax, which where applicable shall be paid by the End User to the Licensor in addition at the rate and in the manner prescribed by applicable law;
2. shall be paid in full by the End User by the relevant due date.

16. U.S. Government. If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under 4Securitas's standard commercial license.

17. Global Trade Compliance. You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. 4Securitas may suspend its performance under this Agreement to the extent required by laws applicable to either party.

18. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send 4Securitas written notice, 4Securitas will send you a copy of the source code for a reasonable fee.

19. No agency. Nothing in this EULA shall create, evidence, or imply any agency, partnership, or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

20. Notices. Any notices or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier, to the address specified herein or such other address as a party may specify in writing. 4Securitas may also provide notices to You via an email address You have provided to 4Securitas.

21. Governing Law and Dispute Resolution.

(a) This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) ("Disputes") shall be governed by, and construed in accordance with, the laws of Ireland. (b) All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English language and shall be governed by the Arbitration Act 2010. Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland. (c) You expressly agree with 4Securitas that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21. Data Protection

You acknowledge that 4Securitas does not require any personally identifiable information, (beyond name, phone number and email) from You for any reason whatsoever, including without limitation in order for 4Securitas to provide the Licensed Materials or any associated support.

- 4Securitas shall process the Personal Data only on and subject to Your instructions from time to time and shall not process the Data for any other purpose.

- You agree that You are and shall remain solely responsible for determining the contents and use of the Personal Data. You acknowledge that you are a Data Controller in relation to the Personal Data and 4Securitas is a Data Processor in relation to the Personal Data.
- You shall indemnify and keep indemnified 4Securitas against all losses, damages, costs, expenses and liabilities arising as a result of any breach by You of Your obligations under this Clause 9 and the Acts including without limitation arising as a result of any complaint or claim by a data subject/individual or any investigation by the Office of the Data Protection Commissioner, Ireland in respect of the processing of the Personal Data by 4Securitas.
- 4Securitas acknowledges that it is the Data Controller in respect of any personal account information provided by You when subscribing to the Service. 4Securitas shall comply with its Data Protection obligations in relation to processing of that data and shall only retain this data for as long as is necessary to perform the Services and meet its obligation under this Agreement.

22. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

23. Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If 4Securitas doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.