

Thank you for your interest in joining an Avigilon Corporation Incentive Rewards Programs. These programs are designed to reward participants for sales of Avigilon Corporation products. The online enrollment process is designed to streamline the administration and payment of program incentives and rewards to participants. Participation in any Avigilon Corporation Incentive Rewards Program is voluntary.

**AVIGILON CORPORATION
("Avigilon")**

INCENTIVE REWARDS PROGRAMS – GENERAL TERMS AND CONDITIONS

(September 2019)

These Terms and Conditions apply to all Incentive Rewards Programs offered by Avigilon (each, a "**Rewards Program**"). Avigilon may, at any point in time, operate one or more different Rewards Programs. For each specific Rewards Program, please also refer to such Rewards Program's Official Rules for additional detailed terms, conditions, and eligibility requirements applicable to that Rewards Program.

Avigilon has engaged 360incentives.com, LLC (the "**Administrator**") to assist with the administration and operation of the Rewards Programs.

The interpretation, operation, and application of these Terms and Conditions and the Official Rules for any Rewards Program is at the sole discretion of Avigilon.

Participation: Participation in the Rewards Programs is intended solely for, as applicable, the individual employees of eligible authorized resellers of Avigilon products (each, an "**Authorized Reseller**"). Enrollment to participate in a Rewards Program by an individual is subject to approval by Avigilon at its discretion. For the purposes of these Terms and Conditions, any individual who has been approved by Avigilon to participate in a Rewards Program is considered a "**Participant**" in relation to such Rewards Program. Avigilon may, at any time and at its discretion, terminate or cancel an individual's status as a Participant in any one or more Rewards Programs.

Participants must be resident in either Canada or the United States.

Status as a Participant does not, in any manner, create any form of employment or independent contractor relationship as between a Participant and Avigilon (or any of its affiliates).

Employees and other personnel of Avigilon, its parent company, its subsidiaries, and its other affiliates are not eligible to participate or earn incentives or other rewards under any Rewards Program.

Personal Information: Participants are required to provide certain personal information to Avigilon and the Administrator in order to permit Avigilon and the Administrator to administer the Rewards Programs and the payment of incentives or other rewards under the Rewards Programs (each, a "Reward"), and for associated income tax purposes. Each Participant's personal information will only be used by Avigilon and the Administrator (and, as applicable, their respective affiliates) to administer the Participant's involvement with the applicable Rewards Program(s) including for such payment and income tax purposes and will not be used for any other purpose. A Participant's enrollment in any Rewards Program will constitute its consent to Avigilon's and the Administrator's collection and use of such personal information for the foregoing purposes.

Avigilon's collection and use of any such personal information is subject to Avigilon's Privacy Statement (avigilon.com/privacy). The Administrator's collection and use of any such personal information is subject to the Administrator's Privacy Statement, <https://360insights.com/privacy-page/>.

If you do not wish to provide such personal information to Avigilon, please do not enroll in a Rewards Program.

Taxes: Reward payments to a Participant (regardless of the nature or amount of the Reward payment) may be taxable (including being subject to personal income tax). Neither Avigilon nor any of its affiliates will withhold any taxes on Reward payments. Any and all tax liabilities resulting from any Rewards under any Rewards Program are

the sole responsibility of the applicable Participant. By participating in a Rewards Program, a Participant agrees that such liability is theirs exclusively. Avigilon (or, as applicable, an affiliate or the Administrator) will provide Participants with tax reporting documentation related to Reward payments as may be required by law.

Participation in any Rewards Program is conditional upon the Participant timely providing Avigilon and the Administrator with all such information and confirmations as may be reasonably requested and required by Avigilon and the Administrator in order to assess and administer applicable tax considerations and tax reporting documentation for such Participant. Without limiting the foregoing, each Participant represents and warrants to Avigilon (and its affiliates) that it is and will remain a resident for tax purposes in the state, province, or other jurisdiction it includes in the personal address the Participant provides to Avigilon in connection with its registration as a Participant. A Participant will timely notify both Avigilon and the Administrator of any change to such address and tax status.

Qualifying Sales and Claiming Rewards: These Terms and Conditions as well as the Official Rules for each Rewards Program contain requirements applicable to sales eligible for Rewards (each, a "**Qualifying Sale**"). Except as may be otherwise stated in the Official Rules for the applicable Rewards Program:

- (a) Only the sale of Avigilon products to end consumers of such products may constitute a Qualifying Sale.
- (b) The sale of refurbished products or any evaluation or demonstration products do not constitute a Qualifying Sale.
- (c) Claims for a Reward (each, an "**Reward Claim**") must be submitted by a Participant online through the web-based portal for the Rewards Programs: partners.avigilon.com (the "**Program Portal**"). In order for a Reward Claim to be processed, the Participant must provide all information requested by Avigilon in relation to the associated Qualifying Sale (including, without limitation, the identity, address, and contact person for the applicable end customer).
- (d) Participants must submit a Reward Claim within 90 days of the date of the Avigilon invoice relating to the purchase of the associated Avigilon products by the applicable Authorized Reseller.
- (e) Avigilon reserves the right to verify eligibility of Reward Claims and supporting documentation, including, without limitation, sales invoice documentation. Avigilon will determine the validity of any and all Reward Claims in its sole discretion.
- (f) Refer to the Program Portal for additional instructions on the process for submitting Reward Claims.

Modification and Termination of Rewards Programs: Avigilon may at any time at its discretion without prior notification or warning to any Participant: (a) modify, amend, or supplement these Terms and Conditions and the Official Rules for any Rewards Program; and (b) cancel or terminate any Rewards Program. In the event of the cancellation or termination of a Rewards Program, Participants will have 30 days from the termination date of such Rewards Program in which to submit final claims for Rewards.

Limitation on Liability: NEITHER AVIGILON NOR ANY OF ITS AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OTHER PERSONNEL, OR AGENTS IN ANY MANNER ASSUMES ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON FOR (OR OTHERWISE ASSOCIATED WITH):

- (A) ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, RELATED TO OR OTHERWISE AFFECTING A PARTICIPANT'S SUBMISSION OF ANY CLAIM FOR A REWARD, HOWSOEVER CAUSED;
- (B) ANY FAILURE OF ANY EMAIL, ENTRY, OR OTHER COMMUNICATION INTENDED TO BE RECEIVED BY AVIGILON FROM A PARTICIPANT (OR ANY OTHER PERSON) IN CONNECTION WITH ANY REWARD OR ANY REWARDS PROGRAM ON ACCOUNT OF: (1) ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY NETWORK OR NETWORK LINES, COMPUTER SYSTEMS OR SERVERS, INTERNET SERVER PROVIDERS, COMPUTER EQUIPMENT, OR SOFTWARE, HOWSOEVER CAUSED; (2) HUMAN ERROR; (3) TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEB SITE, HOWSOEVER CAUSED; OR (IV) ANY COMBINATION OF THE FOREGOING;
- (C) ANY DAMAGE TO A PARTICIPANT'S, AUTHORIZED RESELLER'S, OR ANY OTHER PERSON'S COMPUTER AND OTHER PROPERTY RELATING TO OR RESULTING FROM PARTICIPATION IN ANY REWARDS PROGRAM OR FROM DOWNLOADING ANY MATERIALS IN RELATION TO ANY REWARDS PROGRAM;

- (D) ANY TAX LIABILITIES INCURRED BY ANY PARTICIPANT (OR ANY OTHER PERSON) RESULTING FROM ANY REWARDS UNDER ANY REWARDS PROGRAM;
- (E) THE PAYMENT OR NON-PAYMENT OF ANY REWARD WITHIN ANY SPECIFIED TIME PERIOD;
- (F) THE EXPIRATION, MISPLACEMENT OR LOSS OF ANY REWARD RECEIVED BY A PARTICIPANT;
- (G) ANY DISPUTE BETWEEN ANY ONE OR MORE PARTICIPANTS AND ANY OTHER PARTICIPANT(S) OR ANY AUTHORIZED RESELLER AS PERTAINING TO THE PAYMENT (OR NON-PAYMENT) OF ANY REWARD ASSOCIATED WITH ANY QUALIFYING SALE;
- (H) THE MODIFICATION, AMENDMENT, TERMINATION OR CANCELLATION OF ANY REWARDS PROGRAM
- (I) AVIGILON'S REFUSAL TO ALLOW ANY INDIVIDUAL TO BECOME A PARTICIPANT IN ANY ONE OR MORE REWARDS PROGRAMS, OR
- (J) THE TERMINATION OR CANCELLATION BY AVIGILON OF ANY PERSON AS A PARTICIPANT IN ANY REWARDS PROGRAM.

PARTICIPANTS WAIVE ANY AND ALL CLAIMS OF LIABILITY AND HEREBY, RELEASE, INDEMNIFY AND HOLD HARMLESS 360INCENTIVES.COM, LLC. AND AVIGILON AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES AND EACH OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OTHER PERSONNEL, AND AGENTS FROM AND AGAINST ANY ACCIDENT, LOSS OR INJURY OCCURRING AS A RESULT OR CONSEQUENCE OF ANY REWARDS PROGRAM OR ANY REWARD RECEIVED OR NOT RECEIVED IN CONNECTION WITH ANY REWARDS PROGRAM.

Wrongful Acts by Participants: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF ANY REWARDS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AVIGILON AND ITS AFFILIATES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

Avigilon Plus Champions Incentive Rewards Program Official Rules

(September 2019)

This document constitutes and sets forth the Official Rules for the Avigilon Champions Incentive Rewards Program (the “Program”).

The Program constitutes a “Rewards Program” for the purposes of Avigilon Corporation’s “Incentive Rewards Program – General Terms and Conditions” (the “General Terms”) and is therefore subject to the General Terms in addition to these Official Rules.

The interpretation, operation, and application of these Official Rules and the Program is at the sole discretion of Avigilon.

Definitions

The following terms will have the following meanings for the purposes of these Official Rules:

- (a) **“Administrator”** means 360incentives.com, LLC, the entity engaged by Avigilon to assist with the administration, support, processing, and management of the Program.
- (b) **“Avigilon”** means Avigilon Corporation and, as applicable, its affiliate Avigilon USA Corporation.
- (c) **“Eligible Products”** mean any Avigilon product identified by Avigilon (at its sole discretion) as eligible for Rewards. Eligible Products include all video surveillance and electronic access control products (including hardware and software products) that are sold by Avigilon but exclude: (i) any refurbished products; (ii) any evaluation or demonstration products; (iii) any subscription services that may be offered by Avigilon; and (iv) any products specifically identified within the Program Portal by Avigilon from time to time (at its sole discretion) as not being an Eligible Product. The products that qualify as Eligible Products may be amended or modified by Avigilon from time to time and at any time at its sole discretion.
- (d) **“Official Rules”** means these Avigilon Plus Champions Incentive Rewards Program Official Rules, as may be modified or amended by Avigilon from time to time and at any time at its sole discretion.
- (e) **“Participant”** means each individual employed by a Partner who has been approved by Avigilon to participate in the Program.
- (f) **“Partner”** means each authorized reseller of Eligible Products, based in either Canada or the United States, that is a member of the Partner Program.
- (g) **“Partner Program”** means the Avigilon Plus Partner Program, a partner loyalty program offered and operated by Avigilon.
- (h) **“Program”** means the Avigilon Plus Champions Incentive Rewards Program offered by Avigilon to Participants, as governed by the General Terms and the Official Rules.

- (i) **“Program Portal”** means the web-based portal for the Program through which Participants may register for the Program, submit Reward Claims, and obtain information regarding the Program.
- (j) **“Promotions”** mean giveaways, spot rewards, challenges, contests or recognition opportunities that may be offered to Participants by Avigilon from time to time and at any time. Such Promotions may provide Participants with the opportunity to earn incremental Rewards based on specific criteria and during a time period defined by Avigilon. Avigilon will communicate details of the Promotions as they are announced.
- (k) **“Qualifying Sale”** means a sale of Eligible Products that is eligible for a Reward, subject to the General Terms and the Official Rules.
- (l) **“Reward Card”** means the prepaid debit card provided to Participants by the Program Administrator on which the Participants receive the Rewards.
- (m) **“Reward Claim”** means a claim for a Reward submitted by a Participant through the Program Portal.
- (n) **“Rewards”** means the cash incentives or rewards earned by Participants under the Program in connection with a Qualifying Sale of Eligible Products, to be paid out on Reward Cards.

Eligibility

1. In order to be and remain a Participant, the individual must complete the registration process through the Program Portal, be approved as a Participant by Avigilon, and ensure that its registration information is accurate and correct at all times.
2. Participants must agree to the General Terms and Official Rules in order to become and remain a Participant, and to otherwise participate in the Program and earn Rewards.
3. An individual must be validly employed by a Partner in order to be eligible to be a Participant. An individual must not register to become a Participant or remain a Participant if it is prohibited from doing so by the applicable Partner per the terms of the individual’s employment or otherwise.
4. If a Participant leaves the employment of a Partner (for any reason), such Participant may no longer participate in the Program and will be inactivated as a Participant. If a Participant transfers employment to a different Partner, such individual can register to become a Participant in connection with their employment with the new Partner.
5. Avigilon may, at any time and at its sole discretion, terminate or cancel an individual’s status as a Participant.
6. Employees and other personnel of Avigilon, its parent company, its subsidiaries, and its other affiliates are not eligible to participate in the Program or earn Rewards under the Program.

Qualifying Sales

7. For the purposes of the Program, in order for a sale to constitute a “Qualifying Sale” and therefore be eligible for the granting of a Reward, it must satisfy all of the following conditions (in addition to those set forth in the General Terms):

- (a) The sale must be of an Eligible Product and must be made to the end customer of such product (as opposed to a distributor or other intermediary).
- (b) The sale must be a bona fide sale to an end customer that is at arm's length to the Participant.
- (c) The sale must not be from one Participant to another Participant.

Rewards and Claiming Rewards

- 8. Subject to the General Terms and these Official Rules, for each Qualifying Sale, the total amount of the Reward will be equal to a specified percentage (the "**Reward Percentage**") of the final sale price of the Eligible Product charged by Avigilon to the Partner (excluding taxes, freight, shipping, insurance, and any other charges). Participants should refer to the Partner Portal for the particulars of the then current Reward Percentage for each Eligible Product. The Reward Percentage, either on a global basis or in respect of any one or more Eligible Products, may be amended or adjusted by Avigilon from time to time and at any time at its sole discretion. This may include in connection with any Promotion or otherwise. Any such amendments or adjustments to the Reward Percentage will be communicated through the Partner Portal.
- 9. In order to be eligible to receive a Reward, the Participant must be employed by a Partner in good standing with Avigilon at the time the Participant submits the Reward Claim and at the time the Reward is paid by Avigilon.
- 10. All Reward Claims must be submitted by the Participant through the Program Portal. It is the Participant's responsibility to ensure that all information and documentation required to be submitted with a Reward Claim is submitted through the Program Portal and is complete and accurate in all material respects.
- 11. All Reward Claims must be submitted by the Participant within 90 days of the date of the Avigilon invoice relating to the purchase of the relevant Eligible Products by the applicable Partner. Neither Avigilon nor the Administrator is any manner responsible or liable for any failure by a Participant to submit a Reward Claim within such 90 day period, even if such failure is in any manner related to any late, lost, misdirected, incomplete or illegible invoices, and neither shall be responsible for any shipping or invoice delays.
- 12. Avigilon may accept or reject any Reward Claim at its sole discretion. Avigilon and the Administrator reserve the right to request additional documentation and information from Participants in order to process a Reward Claim and/or issue the corresponding Reward. Failure to comply with requests for additional documentation and information and/or failure to provide the same may jeopardize the Participant's ability to receive applicable Rewards as well as the Participant's continuing participation in the Program or any other Avigilon incentive rewards programs.
- 13. Reward Claims will be processed on a periodic (and not immediate) basis by the Administrator. The Administrator will use commercially reasonable efforts to pay or otherwise provide Rewards for accepted Reward Claims in a timely fashion.
- 14. Rewards will only be paid or otherwise provided to Participants by way of a Reward Card. Participants resident in the United States will receive Rewards in United States dollars (USD) while Participants resident in Canada will receive Rewards in Canadian dollars (CAD).

15. The Reward for each a Qualifying Sale will only be awarded to a single Participant. Avigilon will not issue multiple Rewards for the same Qualifying Sale nor will Avigilon split a Reward between multiple Participants.
16. Each Reward Claim, the associated Qualifying Sale, and the associated Reward, are subject to validation by Avigilon and the Administrator. In this regard, Avigilon reserves the right to audit and disqualify (at its sole discretion) any Reward Claim or Qualifying Sale that it finds to be invalid. Avigilon reserves the right to make corrections or adjustments to Reward balances if an audit determines this necessary.
17. Product returns and cancellations of Qualifying Sales will be monitored and Avigilon may claim back Rewards for any such sales. Should any fraudulent sale represented to be a Qualifying Sale by a Participant be discovered by Avigilon (at its sole discretion), Avigilon reserves the right, at its sole discretion, to disqualify the Participant from the Program for acting in violation of the Official Rules.
18. If a Participant wishes to dispute a Reward amount, it must notify Avigilon and the Administrator in writing within six (6) months of the date of the applicable Qualifying Sales.

Promotions

19. Avigilon may, from time to time and at any time and at its sole discretion, offer one or more Promotions in relation to the Program.
20. At Avigilon's sole discretion, Participants may be eligible to receive additional incentives or rewards as a component of a Promotion (each, a "**Promotion Reward**"). Any such Promotion Reward may, in some instances, be combined with the Rewards earned in this Program. The official rules for each individual Promotion (if any) will be provided at the time each Promotion is launched.

Taxes

21. Rewards paid or provided to a Participant are considered taxable and may accrue a personal income tax liability to the Participant. Participants who are resident of the United States for tax purposes will be issued a Form 1099-MISC in relation to any Rewards paid or provided to the Participant in each applicable calendar year. Participants who are resident of Canada for tax purposes will be issued a T4A slip in relation to any Rewards paid or provided to the Participant in each applicable calendar year. All Participant inquiries regarding tax obligations arising from participation in the Program should be directed to the Administrator.
22. Neither Avigilon nor any of its affiliates will withhold any taxes on Reward payments. All federal, provincial, state and local taxes, duties and fees on the Rewards, and any associated liabilities, are the sole responsibility of the Participant.

General

23. This Program and any subsequent Promotions are void where prohibited by federal, state, provincial or local laws.
24. Avigilon has the sole discretion to modify and interpret the Official Rules, and to determine Rewards under this Program. All Avigilon decisions are final and will not be subject to any claims by Participants, or anyone else.
25. Questions regarding the Program and/or the Rewards earned must be directed to the Administrator.

26. Avigilon may, at its sole discretion, alter, amend or cancel the Program in whole or in part at any time without notice.
27. Participant acknowledges and agrees that its participation in the Program and receipt of Rewards from Avigilon does not, in any manner, create an employment relationship of any kind with Avigilon or any of its affiliates. Participant will not for any purpose be considered an employee or agent of Avigilon. Participation in this Program will not be construed as granting Participant any rights under any Avigilon employee benefit plan or otherwise. Participant will never make any claim, or assist anyone else in making any claim, to the contrary.
28. By accepting and using Rewards, each Participant agrees to hold Avigilon and its affiliates, and their respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of participation in the Program, or use of or receipt of Rewards. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by its participation in this Program or receipt of Rewards.

Disputes

29. FOR PARTICIPANTS LOCATED IN THE UNITED STATES, THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE AND FOR PARTICIPANTS LOCATED IN CANADA, THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.
30. As a condition of participating in the Program, each Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Program, shall be resolved individually and Participant hereby irrevocably submits for itself and its property in any legal proceedings relating to the Program and enforcement of any judgments with respect and in connection thereto, to the exclusive general jurisdiction of the courts of competent jurisdiction located in the State of Delaware, United States of America, or in the Province of British Columbia, Canada (depending on whether the Participant is located in the United States of America or in Canada) and to the respective appellate courts thereof in connection with any appeal therefrom. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, consequential or other damages, including attorneys' fees, other than the value of the Reward. Participant further waives all rights to have damages multiplied or increased, and waives all rights to a trial by jury.
31. Under no circumstance will Avigilon be liable for any Participant's or Partner's incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits, loss of business, or other economic damage arising out of or resulting from the Program and/or terminating the Program or for any amount in excess of the value of the Reward.

Severability

32. Laws in a Participant's country of residence may give the Participant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Program and any Promotions (if applicable). If any provision(s) of the Official Rules, the General Terms, or the official rules of any Promotion (if applicable) are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

No Recourse to Judicial or Other Procedures

33. To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Program and Promotions are hereby excluded, and Participant expressly waives any and all such rights.
34. By participating in this Program and any Promotion, Participant agrees to abide by and be bound by these Official Rules, the General Terms, and the decisions of Avigilon, which shall be final with respect to all issues relating to this Program and the Promotions. It is Participant's responsibility to ensure that he or she has complied with all of the conditions contained in the Official Rules, the General Terms, and the official rules of any Promotions (if applicable). Avigilon assumes no responsibility for any error, omission, interruption, deletion, effect, delay in operation or transmission, communications lines failure, theft or destruction or unauthorized access to, or alteration of the Official Rules, the General Terms, the official rules of any Promotions (if applicable), and the Program Portal. Avigilon reserves the right to correct any typographical, printing, computer programming or operator errors.
35. Avigilon and its advertising and promotions agencies, including the Administrator, are not responsible for telephone, computer, and network or sales tracking system malfunction or errors whether technical or human in nature; communication disruption or malfunction or other forces beyond their reasonable control, including disruption related to virus, bug or other non-authorized intervention. If any malfunction, error, or disruption occurs which impairs the administration, security, fairness, integrity or proper conduct of the Program, Promotions, and/or the Program Portal, Avigilon may, in its sole discretion, suspend or terminate the Program and Promotions. In such case, all Eligible Product sales made, reported and claimed prior to such date will be included in the Program and Promotions, but subsequent sales will not be included. Participants found tampering with or abusing any aspect of this Program or any Promotion, or whom Avigilon believes, in its sole discretion, to be causing malfunction, error, disruption or damage to any aspect of this Program or any Promotions (including to Avigilon or the Administrator) may be disqualified from the Program and Promotions.
36. These Official Rules and the General Terms, together with any other documents incorporated herein by reference, constitute the sole and entire terms and conditions with respect to the Program. Participants acknowledge that they have not relied and shall not rely on any statement, representation, warranty or agreement of another party regarding the interpretation of these Official Rules or the General Terms.