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Q. Third Party Indemnification

You agree to defend, indemnify and hold Alert Labs and its licensors, suppliers, authorized resellers, and sub-contractors harmless from any damages, liabilities, claims demands, lawsuits, legal action, settlements or judgments (including costs and attorneys' fees) by any third party due to or arising out of (i) your use of the Product Software, Services or Products, (ii) your violation of these Terms, or (iii) your violation of any law or the rights of any third party. "Third party" is defined herein to include any person or entity who did not electronically sign this agreement, including, but not limited to, a family member, guest, neighbor, tenant, customer, employee or insurance company.

R. Governing Law & Jurisdiction

This Agreement is governed by and is to be construed and interpreted in accordance with the laws of Canada applicable in the Province of Ontario. You irrevocably and unconditionally submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement. You hereby expressly waive any objection or defense that such venue is an inconvenient or otherwise improper forum for any dispute arising under or in any way related to this Agreement. You hereby waive any and all objections to personal jurisdiction as they may relate to the enforcement of the terms of this Agreement in the Province of Ontario.

S. Class Action & Jury Trial Waiver

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