

SUBSCRIPTION, LICENSE AND DATA PROCESSING AGREEMENT

THIS SUBSCRIPTION, LICENSE AND DATA PROCESSING AGREEMENT governs the use by the customer (the "**Customer**") named in the agreement with ASSA ABLOY's Distributor of Software-as-a-Service and other Software Products of ASSA ABLOY Global Solutions Ab, or its Affiliate ("**ASSA ABLOY**"). Each of ASSA ABLOY and Customer shall also be referred to as a "**Party**" or, in the collective, the "**Parties**."

NOW THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms in this Agreement have the following meanings:

- 1.1. "**Affiliate**" means a legal entity which either controls or is controlled by a party or is under common control with a party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest
- 1.2. "**Agreement**" means this Subscription, License and Data Processing Agreement, including its Exhibits.
- 1.3. "**Applicable Data Protection Legislation**" means the law(s) of the jurisdiction governing the Agreement and to which ASSA ABLOY and Customer are subject to, which relates to the protection of Personal Data (inclusive of Biometric Data), including, but not limited to, statutes such as BIPA of 3 October 2008, Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, UK Data Protection Act 2018, CCPA and the GDPR of 27 April 2016.
- 1.4. "**Business Day**" means a day (other than a Saturday, Sunday, or public holiday) on which commercial banks are open for general banking business (other than for Internet banking services only) in the jurisdiction where ASSA ABLOY is incorporated.
- 1.5. "**Biometric Data**" means Personal Data resulting from specific technical processing relating to the physical, physiological, or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or fingerprints.
- 1.6. "**Distributor**" means a legal entity which is independent from ASSA ABLOY and is authorized to resell or provision Software-as-a-Service or other Software Products. These may include distributors, resellers and other partners.
- 1.7. "**Distribution Agreement**" means an agreement between ASSA ABLOY and Distributor under which that party is authorized to resell, provision and distribute the SaaS and/or other Software Product licensed hereunder.

1.8. "**Confidential Information**" means the Documentation, and the following information of ASSA ABLOY or its Affiliates including, but not limited to: data, drawings, audit findings, benchmark tests, specifications, trade secrets, algorithms, source code, object code, know-how, formulas, processes, ideas, inventions (whether patentable or not), customer lists, schematics and other technical, business, financial, marketing and product development plans, forecasts, strategies and information, and any information disclosed by ASSA ABLOY under an Agreement. The terms and conditions of an Agreement shall be treated as Confidential Information.

1.9. "**Customer Content**" means Personal Data and other information and data used or submitted to ASSA ABLOY by Customer and End Users to and in connection with use of SaaS.

1.10. "**Data Privacy Statement**" means the data privacy statement that applies to information processed by ASSA ABLOY via a Software Product under this Agreement as appended hereto as an Exhibit.

1.11. "**Documentation**" means the functional, technical and commercial specifications of the Software Product which may include, without limitation, service descriptions, service level agreements, statement of works and pricing and, if the provision of which is required for use of the Software Product, any proprietary information or documentation made available to Customer by ASSA ABLOY for use in conjunction with the Software Product, including any information available through the SaaS.

1.12. "**Effective Date**" means, if the Agreement is executed by both Parties within the first fourteen days of a calendar month, the first day of that calendar month, and otherwise the first day of the next subsequent calendar month.

1.13. "**Embedded Software**" means any software component embedded in the Hardware.

1.14. "**End User**" means Customer's employee, contractor, guest, or other individual that is authorized by Customer to use or benefit from the Hardware or Software Product as an end user.

1.15. "**Force Majeure**" means an event beyond a Party's reasonable control including, without limitation, strikes, lock-outs or other labour disturbances or disturbances by fire, flood, war, embargo, blockade, riot, epidemic, governmental interference, delay or shortage in transportation or inability to obtain necessary labour, materials or facilities from usual sources or from defect or delay in the performance of any of its suppliers or subcontractors if caused by any circumstance referred to in the foregoing.

1.16. "**Intellectual Property Rights**" means common law and statutory rights associated with (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and "moral" rights; (c) the protection of trade and industrial secrets and confidential information; (d) all rights

to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relating to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, Know-How, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

- 1.17. **"Initial Period"** means an initial period of 12 months from the Effective Date, or such other Initial Period specified in the Agreement.
- 1.18. **"Know-how"** means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of tests and trials, processes, techniques and specifications, quality control data, analyses report and submissions) that is not in the public domain.
- 1.19. **"License"** means a non-exclusive, non-transferable, non-sublicensable right to use the Software Product during the License Term based on the license model specified in the applicable agreement between Customer and Distributor.
- 1.20. **"License Term"** shall have the meaning set forth in Clause 8.1.
- 1.21. **"Personal Data"** means any information relating to an identified or identifiable natural person and shall be construed in accordance with Applicable Data Protection Legislation.
- 1.22. **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.
- 1.23. **"Renewal Period"** shall have the meaning set forth in Clause 8.1.
- 1.24. **"Software as a Service" (or "SaaS")** shall mean remote access to Software Product installed and run on a single-tenant or multi-tenant computing platform managed by ASSA ABLOY.
- 1.25. **"Software Product"** means, subject to clause 2, ASSA ABLOY's standard version of its proprietary software applications (including SaaS and Embedded Software).

2. LICENSES, OWNERSHIP, AND RESTRICTIONS

- 2.1. **Scope.** This Agreement sets forth the terms and conditions under which (a) Customer may use ASSA ABLOY's Software Product and (b) ASSA ABLOY provides Software-as-a-Service including the processing of Personal Data, if applicable, on Customer's behalf. Additional terms applicable to

certain Software Product(s) are included herein as an Exhibit.

- 2.2. **Grant of Rights.** In consideration of ASSA ABLOY receiving payment of the applicable license and/or subscription fees, and, subject to the terms and conditions of the Agreement, ASSA ABLOY grants to Customer a License to use the Software Product for its own internal operations and solely for the Software Product's intended purpose and within Customer's ordinary course of business in accordance with the Documentation. The foregoing license rights shall be restricted to the number and type of Licenses specified in the applicable agreement between ASSA ABLOY's Distributor and Customer and duly paid for by Customer. Customer shall not have the right under the Agreement to use the names ASSA ABLOY or any of the corporate or trade names, trademarks, logos services marks, symbols, insignia, or other distinguishing marks of any ASSA ABLOY Affiliate for any reason other than as provided for herein, including but not limited to advertising, publicity releases, or promotional or marketing publications, without the express prior written consent of ASSA ABLOY in each instance.
- 2.3. **Ownership.** The License granted under the Agreement does not constitute a sale of the Software Product or any portion of it. ASSA ABLOY and its licensors retain all right, title and interest in the Software Product and associated Documentation, and all translations and derivative work thereof, including any materials, inventions, or works developed through ASSA ABLOY's performance of SaaS, and all Intellectual Property Rights embodied therein or relating thereto. All rights not expressly granted under the Agreement are reserved by ASSA ABLOY and its licensors. There are no implied rights.
- 2.4. **Restrictions on Use.** Customer's rights to use the Software Product are subject to the following restrictions and Customer shall not, and shall not cause or permit any third party to: (a) modify or create any derivative work of the Software Product or its associated Documentation, or any portion thereof or incorporate other services, software or products in the Software Product; (b) except to the extent such activities cannot be lawfully restricted, decompile, reverse engineer or otherwise attempt to derive the underlying ideas, algorithms, structure or organization from the Software Product ; (c) sell, license, sublicense, lease, rent, distribute or otherwise transfer copies or rights to use the Software Product to any third party; (d) use the Software Product to submit any content that infringes or misappropriates third party rights, including intellectual property rights or to submit any content that is obscene, defamatory, offensive or malicious, (e) intentionally distribute spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature; (f) to engage in, promote, or encourage illegal activity; (g) disable, interfere with or circumvent any aspect of the Software Product; (h) disclose or publish the results of any performance, functional, or other

evaluation or benchmarking of the Software Product to any third party without written consent from ASSA ABLOY; or (i) remove any proprietary notices or labels of the Software Product. The Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of the Software Product and, in the event of any unauthorized access or use, Customer shall promptly notify ASSA ABLOY in writing.

- 2.5. **Customer's Grant of Rights.** Customer grants ASSA ABLOY the right to host, use, process, display and transmit Customer Content pursuant to and in accordance with the Agreement. Customer has the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content and for obtaining all rights related to each of the foregoing required by ASSA ABLOY to provide SaaS. Customer represents and warrants that none of the Customer Content infringes any third-party rights.
- 2.6. **Third Party Applications.** The Software Product may contain or include functionality and software provided or licensed by third parties ("**Third-Party Functionality**"). For any Third-Party Functionality, such components shall be licensed as part of the Software Product in accordance with the terms and conditions of the Agreement. Notwithstanding the foregoing, all open- source software provided by ASSA ABLOY is outside the scope of the Agreement and is not included in the definition of Software Product and such open-source software is instead subject to the applicable open-source software licenses.
- 2.7. **Beta Services.** From time to time, ASSA ABLOY may make Beta SaaS services available to Customer at no charge. Customer may choose to try such Beta services. Beta services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta services are not considered "SaaS" under the Agreement, however, all restrictions, ASSA ABLOY's rights and Customer's obligations concerning the SaaS shall apply equally to Customer's use of Beta services. Unless otherwise stated, any Beta services trial period will expire upon the earlier of one year from the Beta start date or the date that a version of the Beta services becomes generally available without the applicable Beta services designation. ASSA ABLOY may discontinue Beta services at any time in ASSA ABLOY's sole discretion and may never make them generally available. ASSA ABLOY will have no liability for any harm or damage arising out of or in connection with a Beta service.
- 2.8. **Trial Access.** ASSA ABLOY may provide to Customer a free trial access to and/or a demonstration version of the Software Product for a maximum period of 90 days to enable Customer to evaluate the Software Product. Customer acknowledges and agrees that Customer's access to and use of the Software Product on such a free basis shall solely be on Customer's own risk and responsibility, on an "as is" basis, and shall at all times be in accordance with the terms set forth in this Agreement as well as any

instructions or materials provided in connection with the provision of the free trial access. ASSA ABLOY hereby disclaims any and all of its obligations and liabilities under this agreement or otherwise, to the fullest extent permitted by applicable law, arising out of Customers access to and use of Software Product in accordance with this Clause 2.8. Customer acknowledges and agrees that (a) ASSA ABLOY will be under no obligation or liability to retain Customer Content generated during the free trial access period, (b) ASSA ABLOY may change the contents of the bundle of Software Product features during the free trial access period, in which case Customer may not be able to retain settings used by or Customer Content generated during the free trial access period; (c) Customer may decide to execute an Agreement for a bundle of Service features which encompass different or less features than those available to Customer during the free trial access period, in which case Customer may not be able to retain settings used by or Customer Content generated during the free trial access period; (d) ASSA ABLOY may, in its sole discretion, limit the number of users, doors or other peripherals connected to the Software Product, as well as the number of or specifics of the messages, reports, API calls or other features of the SaaS; and (e) ASSA ABLOY may, in its sole discretion, terminate Customer's access to and use of the Software Product in accordance herein at any time.

- 2.9. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the SaaS (or any part thereof). Any and all subsequent modifications, updates and upgrades to the SaaS shall be governed by this Agreement, as may be amended by ASSA ABLOY from time to time.
- 2.10. **Disabling of SaaS or part thereof.** ASSA ABLOY may disable the functionality of the SaaS or part thereof: (a) immediately upon written notice to Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security (in which case ASSA ABLOY shall reactivate the functionality of the SaaS when such breach has been eliminated), (b) immediately upon written notice to Customer in the event of a third party claim of infringement, violation or misappropriation of intellectual property rights, (c) in the circumstances set forth in Clause 8.2, and (d) otherwise upon termination or expiry of the Agreement. ASSA ABLOY further reserves the right to discontinue any Software Product or SaaS upon six (6) months advance notice to Customer. ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Software Products.
- 2.11. **Support Services.** This Agreement does not cover technical support or maintenance services that ASSA ABLOY may provide, from time to time. These support services are subject to the execution of a separate agreement between Customer and ASSA ABLOY.

3. DELIVERY AND INDEPENDENCE

- 3.1. **Delivery.** Delivery of SaaS shall be deemed to occur upon the provision of a link to enable Customer to access SaaS and an account login for SaaS.
- 3.2. **Independence of Distributor.** The Distributor is not an agent of ASSA ABLOY. The Distributor is an independent party to ASSA ABLOY, and it has no rights to enter into any commitments for or on behalf of ASSA ABLOY or to make any representations and warranties on ASSA ABLOY's behalf.

4. PAYMENTS, FEES, RECORDS

- 4.1 **Payments Generally.** Customer shall pay such license and subscription fees as have been agreed with ASSA ABLOY's Distributor on the due date(s) set forth in the agreement with ASSA ABLOY's Distributor, without retention, set-off, withholding or counterclaim. ASSA ABLOY's Distributor is responsible for ensuring that the corresponding license and subscription fees are paid to ASSA ABLOY in the amounts and on the due dates agreed between Distributor and ASSA ABLOY in the Distributor Agreement without retention, set-off, withholding or counterclaim.
- 4.2 **Suspension of SaaS.** If any license or subscription fee due to ASSA ABLOY or ASSA ABLOY's Distributor for the SaaS or Software Product is thirty (30) or more days overdue, or if Customer violates the Restrictions on use set forth in in this Agreement, ASSA ABLOY may, without limiting ASSA ABLOY's other rights and remedies, suspend the SaaS until such amount is paid in full or as applicable, Customer remedies its violation of this subscription, license and data protection agreement.
- 4.3 **Records and Audit Rights.** ASSA ABLOY reserves the right to run usage reports against Customer's system for the sole purpose of determining Customer's number of active users, Hardware items or other peripherals for which Customer needs a License ("**Required Licenses**"). Where the number of Required Licenses exceed the number of purchased Licenses set forth in the between Customer and Distributor, ASSA ABLOY shall notify Distributor, who shall notify Customer who shall within 10 business days reduce the Required Licenses to be consistent with the purchased Licenses or purchase additional Licenses. ASSA ABLOY or Distributor may charge Customer for payment for the excess retroactively.

5. DATA PROCESSING AGREEMENT

- 5.1. **Compliance with Data Protection Legislations.** ASSA ABLOY and Customer will comply with all applicable requirements of Applicable Data Protection Legislation. This is in addition to, and does not relieve, remove or replace, a party's rights or obligations under the Applicable Data Protection Legislation in their respective roles as controller or processor of Personal Data.
- 5.2. **Customer Consent.** By entering into this agreement, the Customer consents to all actions taken by ASSA ABLOY in connection with the

processing of Personal Data for which Customer is the controller, provided these are in compliance with the Data Privacy Statement.

- 5.3. **End User Consent and Notices.** Subject to Clause 5.1., the Customer will ensure that it has all the required consents, notices, or other applicable bases in place to enable lawful collection and transfer of End Users' Personal Data to ASSA ABLOY for the duration of the Term and purposes of this Agreement. In this context, Customer must disclose how ASSA ABLOY collects and/or processes Personal Data in accordance with Data Privacy Statement. If Biometric Data is or will be processed. Customer must ensure that any additional conditions and/or legal requirements for processing of Biometric Data are met.
- 5.4. **Controller/Processor.** Customer shall be regarded as a data controller of all Personal Data processed in accordance with the Data Privacy Statement. ASSA ABLOY shall be considered a processor of the Personal Data processed on behalf of Customer. If ASSA ABLOY determines the purposes and means of processing itself, including but not limited to such instances as the use of analytics data, crash reports data and/or IP addresses to provide/improve the SaaS, quality assurance and security, ASSA ABLOY will be regarded as the controller in respect of that processing. More information may be found in ASSA ABLOY's Product Privacy Notice.
- 5.5. **Special undertakings of Customer.** Customer undertakes to: (a) immediately after it is brought to Customer's attention, inform ASSA ABLOY of any erroneous, rectified, updated, or deleted Personal Data subject to ASSA ABLOY's processing; (b) in a timely manner, provide ASSA ABLOY with lawful and documented instructions regarding ASSA ABLOY's processing of Personal Data; and (c) act as the data subject's point of contact.
- 5.6. **Processor Undertakings.** Without prejudice to the generality of Clause 5.1, ASSA ABLOY shall, in relation to Personal Data processed on behalf of Customer:
 - (a) process that Personal Data only on the documented instructions of the Customer, which are to process that Personal Data for the purposes of providing the SaaS and as set forth in the Data Privacy Statement, unless ASSA ABLOY is required by applicable laws to otherwise process that Personal Data. Where ASSA ABLOY is relying on applicable laws as the basis for processing Personal Data in accordance with what is set forth herein ASSA ABLOY shall notify the Customer of this before performing the processing required by the applicable laws unless those laws prohibit ASSA ABLOY from so notifying the Customer on important grounds of public interest. ASSA ABLOY shall inform the Customer if, in the opinion of ASSA ABLOY, the instructions of the Customer infringe the Applicable Data Protection Legislation;
 - (b) implement the technical and organizational measures set out in the Data Privacy Statement to protect against unauthorized or unlawful processing of Customer

Personal Data and against accidental loss or destruction of, or damage to, Personal Data processed on Customer's behalf, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorized by ASSA ABLOY to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (considering the nature of the processing and the information available to ASSA ABLOY), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Personal Data processed on Customer's behalf;
- (f) at the written direction of the Customer, delete or return Personal Data processed on Customer's behalf to the Customer on termination of the agreement unless ASSA ABLOY is required by applicable law to continue to process that Personal Data; and
- (g) maintain records to demonstrate its compliance herein.

5.7. **Sub-processors.** The Customer hereby provides its prior, general authorization for ASSA ABLOY to:

- a) appoint sub-processors to process Personal Data, provided that ASSA ABLOY: (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Legislation(s), and are consistent with the obligations imposed on ASSA ABLOY in this Clause 5; (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of ASSA ABLOY; and (iii) shall notify the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes within thirty (30) days from receipt of the notification, provided that if the Customer objects to the changes and cannot demonstrate, to ASSA ABLOY's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Legislation, the Customer shall

indemnify ASSA ABLOY for any losses, damages, costs (including legal fees) and expenses incurred by ASSA ABLOY. For the avoidance of doubt, Customer fully and explicitly consent to (i) the use of the sub-processors with whom ASSA ABLOY has agreements in place at the time this Agreement enters into force, as detailed in the Data Privacy Statement, and (ii) the use of all ASSA ABLOY Affiliates as sub-processors.

- b) transfer Customer Personal Data outside the EU/EEA area, provided that ASSA ABLOY or its sub-processors ensure that either (i) the transfer is based upon an adequacy decision published by the European Commission, (ii) Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, module three: Transfer processor to processor) or such approved clauses replacing or supplementing them, will apply between the data exporter and the data importer or other mechanism for transfer according to Chapter V in GDPR is in place, or (iii) the processing is otherwise allowed under the Applicable Data Protection Legislation.
- c) transfer End Customer Personal Data, to the extent End Customer Personal data originate from the United Kingdom to a country outside the UK provided that ASSA ABLOY or its sub-processor ensure that either (i) the transfer is based upon the adequacy regulations made in compliance with the UK Data Protection Act 2018 and the UK Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, (ii) Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, module three: Transfer processor to processor) incorporated with version B 1.0 of the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" as issued by the UK Information Commissioner under section 119A of the Data Protection Act 2018, in force March 2022 to the extent ASSA ABLOY or its sub-processors transfer End Customer Personal Data originating from the United Kingdom or (iii) the processing is otherwise allowed under the UK Data Protection Act 2018 and the UK Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

5.8. **Audit Rights and Locations.** Customer shall have the right to perform audits of ASSA ABLOY's

processing of Personal Data on behalf of Customer (including such processing as may be carried out by ASSA ABLOY's subcontractors, if any) in order to verify ASSA ABLOY's, and any subcontractor's, compliance with this Agreement, such audits to take place in ASSA ABLOY's facilities. ASSA ABLOY will, during normal business hours and upon reasonable notice (whereby a notice period of twenty (20) business days shall always be deemed reasonable), provide an independent auditor, appointed by Customer and approved by ASSA ABLOY, reasonable access to the parts of facilities where ASSA ABLOY is carrying out processing activities on behalf of Customer, and to the information relating to the processing of Personal Data processed on behalf of Customer under this Agreement. The audit shall be carried out as quickly as possible and it shall not disturb ASSA ABLOY's normal business operations. The auditor shall comply with ASSA ABLOY's work rules, security requirements and standards when conducting site visits. Before commencing any audit, the independent auditor (including relevant parties/persons conducting the audit) shall enter into the non-disclosure agreement(s) provided by ASSA ABLOY. Customer is responsible for all costs associated with the audit, save for when the audit concludes a material breach of ASSA ABLOY's undertakings as set forth in this Clause 5. If so, ASSA ABLOY shall compensate Customer for reasonable and verified costs associated with the audit. All work products generated in the course of an audit shall be ASSA ABLOY's property. For the avoidance of doubt, the audit rights set forth herein are subject to Customer's and the independent auditor's compliance with the restrictions and limitations set forth supra.

A Supervisory Authority shall always have direct and unrestricted access to ASSA ABLOY's premises, data processing equipment and documentation in order to investigate that ASSA ABLOY's processing of Personal Data processed on behalf of Customer is performed in accordance with the Applicable Data Protection Legislation.

- 5.9. **International Personal Data Transfers.** With respect to Personal Data originating from, or processed on behalf of, Customer, where the processing of Personal Data is subject to any applicable regulatory requirement that prohibits or restricts (i) the transfer of Personal Data to any jurisdiction, or (ii) the processing of Personal Data in any jurisdiction (including remote access to that Personal Data from any country or territory and through the use of cloud-based IT solutions), ASSA ABLOY shall not transfer or process Personal Data in contravention of any such prohibition or restriction provided that Customer advises ASSA ABLOY thereof. In such event, the Parties shall collaborate in good faith to find a feasible solution.
- 5.10. **Pseudonymization.** To the extent permitted under Applicable Data Protection Legislations, ASSA ABLOY may aggregate, deidentify, or anonymize personal information so it no longer meets the Personal Data definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes. ASSA ABLOY will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized

data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

6. LIMITED WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

- 6.1. **Remedies.** Subject to the conditions and limitations of liability set forth herein, ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy if the Software Product does not conform to ASSA ABLOY's then current Documentations shall be ASSA ABLOY's commercially reasonable effort after receiving written notice describing in reasonable detail the specific nature of the defect or non-conformity to repair or replace the functionality of the non-conforming part of the Software Product to make it perform substantially in accordance with the Documentation. In the event ASSA ABLOY is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the SaaS, Customer will have the right to terminate the applicable SaaS, in which case ASSA ABLOY must refund to Customer a pro rata portion of any fees pre-paid by Customer for the applicable remainder of the Initial Period or Renewal Period.
- 6.2. **Disclaimer of Warranties.** Customer expressly acknowledges and agrees that the use of the SaaS or other Software Product is at Customer's sole risk. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE IN THIS CLAUSE 6 ABOVE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ASSA ABLOY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ASSA ABLOY DOES NOT WARRANT THAT THE FUNCTIONS MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DOWNTIME, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE ABOVE WARRANTIES TO NOT APPLY TO ANY DEFECTS, DAMAGES, FAILURES OR MALFUNCTIONS TO ANY PART OF THE SAAS OR SOFTWARE PRODUCT RESULTING FROM (A) NEGLIGENCE, ABUSE OR MISSAPPLICATION BY THE CUSTOMER (B) USE OF THE SAAS OR OTHER SOFTWARE PRODUCTS OTHER THAN AS SPECIFIED IN THE DOCUMENTATION THEREOF OR OTHERWISE IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER OR (C) ANY ALTERATIONS, MODIFICATIONS OR ADAPTATIONS OF THE PRODUCTS PERFORMED BY ANYONE OTHER THAN ASSA ABLOY, OR ANY UNAUTHORIZED COMBINATION OR INTERFACING OF THE SAAS OR OTHER SOFTWARE PRODUCT WITH OTHER HARDWARE OR SOFTWARE. FURTHERMORE, ASSA ABLOY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE PERFORMANCE OR THE RESULTS OF THE USE OF THE SERVICES OR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

6.3. **Third Party IPR Claims.** If a Software Product becomes subject to a claim by a third party that it infringes a third party copyright, patent or other intellectual property right, or ASSA ABLOY anticipates that such a third party claim may be raised, ASSA ABLOY shall have at its option and expense the right to (a) obtain for Customer a license to continue using that Software Product; (b) substitute the Software Product with other substantially similar software product; or (c) terminate the license for the infringing portion of the Software Product and compensate Customer for the sums already paid for that infringing portion of the License. THIS CLAUSE 6.3 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING A BREACH OF ANY REPRESENTATION OR WARRANTY RELATED THERETO. What is set forth in this Clause 6.3 applies only to the latest available version of Software Product and does not apply to any previous version of the Software Product.

6.4. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ASSA ABLOY OR ITS AFFILIATES OR THIRD-PARTY LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER FOR LOSS OF PROFIT OR REVENUES, COSTS OF DELAY, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCT OR OTHER PRODUCT SOFTWARE, SYSTEM, OR FACILITY, LOSS OF DATA OR INFORMATION, LOSS OF PRODUCTIVITY, INTEREST CHARGES, COSTS OF SUBSTITUTE PRODUCTS, SOFTWARE, SYSTEMS, OR SERVICES, COST OF PURCHASES OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO PROPERTY OR PERSON, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SAAS OR OTHER SOFTWARE PRODUCT LICENSED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ASSA ABLOY'S AGGREGATE LIABILITY FOR DAMAGES OR LOSSES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) UNDER THE AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Nothing in this agreement excludes the liability of ASSA ABLOY for (a) death or personal injury caused by ASSA ABLOY's negligence; or (b) fraud or fraudulent misrepresentation.

The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable law and the remedies set forth herein are the exclusive remedies for misrepresentation and breach of contract. If applicable law limits the application of this Clause 6, ASSA ABLOY's liability will be limited to the maximum extent permissible.

7. INDEMNIFICATION

7.1. **Indemnification.** Customer shall indemnify and hold ASSA ABLOY, its Affiliates, officers, directors, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of (a) Customer's negligent acts or omissions relating to this Agreement; (b) alterations or modifications to the Software Product made by or on behalf of Customer (c) combinations of using the Software Product with products, services, or materials not provided by ASSA ABLOY where the infringement would not have occurred but for Customer's combination of such products, services, or materials; (d) Customer's wilful misconduct or unauthorized use of the Software Product; (e) any violation by Customer of third party rights including but not limited to privacy and data protection rights or breach of this Clause 7; (f) from Customer's use or of submission of Customer Content through the Service; or (g) Customer's access to and use of the Service in accordance with Clause 2.

8. TERM AND TERMINATION

8.1. **Term.** The term of Agreement shall commence on the Effective Date of the Agreement and shall remain in force during the Initial Period and any Renewal Period or until terminated in accordance with the terms hereof ("**License Term**"). Following expiry of the Initial Period, and any Renewal Period, the License Term period will automatically renew at Distributor's prices in effect at the time of such renewal, for an additional period of twelve (12) months at a time (each a "**Renewal Period**") following the end of the Initial Period and any subsequent Renewal Period, unless terminated in writing by either Party by giving ninety (90) days' notice of such party's intent not to renew prior to the end of the Initial period or the then current Renewal Period. Any such notice of intent not to renew shall be given in accordance with the terms hereof. No such automatic renewal shall occur at any time following the termination of the Agreement in accordance with the terms hereof. Upon renewal of License Terms, the Customer may be required to sign a new Agreement or an amendment to this Agreement.

8.2. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to Customer in the event that (i) Customer fails to make any payment to Distributor required within ten (10) days after receiving a written notice that such payment is past due, provided that such failure does not relate to a good faith dispute between the Distributor and Customer regarding the amount due; (ii) Customer breaches any of its obligations under the Agreement, and has been given written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice; (iii) immediately upon registered letter if Customer commences bankruptcy

proceedings, makes composition with its creditors, is subject to the appointment of an administrator or is subject to any other similar proceedings or otherwise proceedings that have the same or similar effects or if the other Party could reasonably be deemed to be insolvent; or (iv) it otherwise becomes unlawful for ASSA ABLOY to transact with Customer. Without limiting ASSA ABLOY's other rights in the Agreement, if ASSA ABLOY terminates the Agreement pursuant to this Clause 8, Customer will pay any unpaid fees covering the remainder of the License Term.

8.3. **Termination of Agreement by Customer.**

Customer may terminate the Agreement by written notice in the event that ASSA ABLOY materially breaches any of its obligations under the Agreement, has been given prior written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice.

8.4. **Effect of Termination.** Upon any expiry or termination of the Agreement, all rights granted to Customer in relation to the Software Product and Documentation will immediately cease and Customer shall cease using the Software Product or if Customer should otherwise discontinue using the Software Product, Customer shall destroy all copies of the Documentation and any related materials in any form.

8.5. **Handling of Customer Content in the event of Termination.** Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of the Agreement, ASSA ABLOY will make Customer Content available to Customer for export or download as provided in the Documentation. After such 30-day period, ASSA ABLOY will have no obligation to maintain or provide any Customer Content.

8.6. **Termination of Distributor's Distribution rights.** If the Distributor's rights to resell or provision Software Products and/or SaaS are terminated, Customer must choose a replacement Distributor or purchase Software Products and SaaS directly from ASSA ABLOY pursuant to the then-current ASSA ABLOY General Terms and Conditions.

9. CONFIDENTIALITY

9.1. **Confidentiality.** Customer agrees to maintain and protect all Confidential Information and keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care and may use it only for the purposes for which it was provided under the Agreement. Except as expressly provided in the Agreement, Confidential Information may be disclosed only to Customer's employees or contractors obligated to Customer under similar confidentiality restrictions and only for the purposes for which it was provided. These obligations do not apply to information which: (a) is rightfully obtained by Customer without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of Customer; (c) Customer develops independently without using

Confidential Information of ASSA ABLOY; or (d) only to the extent and for the purpose of disclosing such Confidential Information in response to a valid court or governmental order, and if Customer has given the ASSA ABLOY prior written notice and provides reasonable assistance so as to afford it the opportunity to object or obtain a suitable protective order.

9.2. **Remedy for Breach.** Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm, in the event, the recipient fails to comply with its confidentiality obligations under the Agreement, and that monetary damages will be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees, notwithstanding Clause 10.6, that the disclosing Party will, in addition to any other remedies available to it at law or in equity for breach of this Clause 9, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations.

10. MISCELLANEOUS

10.1. **Compliance with Law.** Each party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operation of the Software Product. Without limiting the generality of the foregoing, Customer shall comply with all laws and regulations on anti-corruption, sanctions and export control, data protection, international communications, and the exportation of technical or Personal Data.

10.2. **Export and Import Controls.** The Software Product may be subject to export laws and regulations of the European Union, the United States, the United Kingdom, and other jurisdictions. Customer agrees to comply strictly with all export laws and regulations. Customer shall not permit End Users to access or use any Software Product or Customer Content in or via an embargoed country, which would prohibit such access or in any violation of any export law or regulation. Proscribed countries are set forth in the applicable export regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies, represents, warrants and undertakes that neither Customer nor any end-users is not targeted under the sanctions or export controls of the United Nations, the United States, the United Kingdom, the European Union or any other relevant government, or are listed on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List, Her Majesty's Treasury's list or on any list maintained by the United Nations, the European Union or other relevant government.

10.3. **Independent Contractor.** Nothing in the Agreement is intended to create a partnership,

franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as otherwise set forth herein, each Party shall bear its own costs and expenses of performance herein.

10.4. **Third Party Rights.** This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.5. **Governing Law.** This Agreement, and all disputes, claims, or causes of action that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to its provisions of choice of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.6. **Arbitration.** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the American Arbitration Association (AAA) Rules, which Rules are deemed to be incorporated by reference into this Clause 10.6. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Dallas County, Texas. The language to be used in the arbitral proceedings shall be English. The parties hereby irrevocably submit to the subject matter and personal jurisdiction of such arbitration tribunal, and waive the defence of inconvenient forum to the maintenance of any such action or proceeding in such venue.

10.7. **Assignment.** The Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) ASSA ABLOY may assign the Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise; (ii) ASSA ABLOY may assign the Agreement to any of its Affiliates; and (iii) ASSA ABLOY may use subcontractors in the performance of its obligations hereunder. Any attempted assignment in violation of what is set forth above in this Clause 10.7 will be void.

10.8. **Force Majeure.** ASSA ABLOY nor Customer shall be liable for failure to fulfil its obligations (other than payment obligations) hereunder due to Force Majeure. The time for performance of any such obligation shall be extended for the period lost because of the delay.

10.9. **Notices.** Notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties to their respective addresses.

10.10. **Severability.** If any provision of the Agreement shall be held by a court of competent jurisdiction to be wholly or partly invalid or contrary to law or public policy, the validity of the Agreement as a whole shall not be affected, and the remaining provisions shall remain in full force and effect. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

10.11. **Survival.** Terms and conditions which by their nature extend beyond the License Term shall survive the termination or expiry of the Agreement, including Customer's obligations under Clauses 2, 6, 7, 8, 9 and 10. Customer's obligations to pay fees or charges due and payable at the time of expiry or termination, or which become due and payable thereafter, shall survive the termination of the Agreement or any addenda hereto.

10.12. **Waiver.** No term or provision hereof shall be deemed waived, and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. Notwithstanding the foregoing, provisions on complaints and limitation periods, such as in Clause 6 hereof, shall apply.

10.13. **Entire Agreement.** The Agreement including all schedules constitute the entire understanding and agreement between the parties hereto with respect to the subject matter of the Agreement and merges and supersedes all prior communications, understanding and agreements, written or oral, and no amendments shall become effective without written agreement signed by the parties hereto. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

EXHIBIT A
LIST OF SUB-PROCESSORS

CrewSight uses the following sub-processors in performing the operation of its products and services:

3rd party Processors

DigitalOcean LLC	United Kingdom
Hetzner Online GmbH	Germany
Amazon Data Services UK Limited	United Kingdom
Work Wallet Limited	United Kingdom

3rd party Processors (Sweden)

Twillo, Inc.	United States of America
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ASSA ABLOY Group Processors

Biosite Systems Ltd	United Kingdom
ASSA ABLOY Global Solutions AB	Sweden
ASSA ABLOY AB	Sweden

EXHIBIT B DATA PRIVACY STATEMENT

1.1 What personal data we collect

We collect and store personal data from you regarding:

Accounts, responding to your request and support

- When you request information from us: your company profile, your name, title, and contact information which may include address, country information, email and/or telephone number which you submit in order to obtain information from us and the products or services you would like to learn about;
- When you provide your consent to send you marketing information or other information requested;
- When you create an account to order from us: your company profile, your name, title, and contact information which may include address, email and/or telephone number and delivery details as well as any other information required to verify and fulfil the order and order history;
- When using our applications, which may include administration of one of our products unless otherwise noted: your company profile, your name, title, and contact information which may include address, email and/or telephone number, username and password and other information relevant to using the application in question;
- When you provide your consent and use our mobile access applications, we will collect your email address, property reservation information, and account information, electronic key, including username and password;
- To provide customer support on the products and services we provide we will need to collect contact information, which may include your customer number or property name, and information about the issues experienced;

Surveys and Trainings

- When completing a survey for us: your contact information and opinions and impressions of our services and products, unless an anonymous survey request. If anonymous, your responses will not be saved with your profile.
- When enrolling for training and completing training: your company profile, your name, title, and contact information which may include address, email and/or telephone number and all related transcript data including classes attended, completion rate, etc.

Websites, Applications and Services

- When you visit and use our websites, services, applications, or accept additional information: we collect your statistical and anonymous data from your browsing behavior and anonymous cookies. This includes referral information, your device and browser information, preferred language, pages visited, time spent on each page, links clicked for the purpose of providing and improving our services.
- When you visit our websites and accept the use of cookies: we collect IP information to derive geolocation information i.e. city area, which links you choose to click, user preferences i.e. what users do and don't like on our website and device identifiers and this enables us to further improve our service with user feedback. This information is stored in pseudonymised user profiles for statistical reasons, which neither us or our service providers use to identify individual users.

- When you agree to the use of re-marketing, tracking cookies/technologies our ads may appear when you visit other web sites or platforms. For example, we may use Google Ads “remarketing” service to serve ads to you based on your prior use of our website. Remarketing displays relevant ads tailored to you based on what parts of our website you have viewed by placing a cookie on your device. The cookie is used to indicate, "This person visited this page, so show them ads relating to that page. We also collect information about our ad campaigns to understand how many times an ad has been shown to each user, how many times users has clicked on it. Our third party providers can further associate the above information with your consent with your advertising profile and preferences that includes your advertising ID such as Android Advertising ID (AAID) and Apple’s Identifier for Advertisers (IDFA).

If you do not wish to participate in our Google Ad remarketing, you can opt out by visiting Google's Ads Preferences Manager. You can also opt out of third-party vendor's use of cookies by visiting this link.

- When interacting with us on social media including Facebook, YouTube, LinkedIn, Twitter, and Google+: We may collect your company profiles, contact information, other related information and basic details from your social network profile. The basic details we receive may depend on your social network account privacy settings; however, they might include the above and additional available details.

Data from Children

- Our websites, apps, products and interactions are meant for adults. We do not collect Personal Information from any person that we know to be under the age of sixteen (16) without permission from a parent or guardian.
- If we become aware that personal information that has been submitted to us relates to a child in contravention of any applicable laws and regulations we will use reasonable efforts to delete their personal information as soon as possible. Where deletion is not possible ASSA ABLOY Global Solutions will ensure this personal information is not used further for any purpose, nor disclosed further to any third party. Any parent or guardian can contact us using the details in the contact us section regarding any processing of personal information relating to their child.

Information we collect from third parties

- We may receive your personal data (including contact information) from your employer for purposes further defined below.
- We receive personal data when you use the services of our customers and partners, such as hotels, installation services, sales partners, etc.
- We may also receive information about you from other ASSA ABLOY group companies.
- We may receive your personal data from ASSA ABLOY Global Solutions services or products that you interact with.
- We may acquire data from third parties that includes information regarding projects in our area of business together with key project individuals. This information includes name, role and business contact details. When this occurs, we will notify you using the contact details available and provide the opportunity to object to using your data to provide legitimate business communications regarding our products and services.

1.2 Use of your personal data

How and why we use your data will depend on the service you use. Below explains the uses.

Why do we process this personal data?

- What is the legal basis for such processing?

To authorize access to our services.

- When requesting a service like setting up an account, training, using mobile services or our applications, or accessing customer support, certain personal data is necessary to ensure we can get in contact with you and provide what is requested. We also want to ensure you have a chance to review and accept any applicable terms and conditions.

To provide you with the information you request.

- Using your personal data in this way is necessary for us to respond to your request.

To manage your account, for example by sending you password reminders or notifications of changes to your account details.

- Using your personal data in this way is necessary for us to provide you with an online account and to respond to your request.

To fulfil your order where you have made a purchase from one of our websites, to contact you about sales and as a part of our customer relation and support procedures.

- Using your personal data in this way is necessary for us to perform our contractual obligations where you have placed an order on this website.

To provide recommendations, for shoppers on our eStore.

- It is our legitimate interest to collect behavioral data of shoppers, such as which products the shoppers search, view, add to cart, and more. This data can then be used to provide recommendations.

To carry out statistical analysis about the use of the website and our services to better understand how they are used and make improvements.

- It is in our legitimate interest to look at this information to understand how our website is being used to manage and improve it. Since no sensitive personal data will be processed and the processing is limited, we have concluded that our legitimate interest to conduct the improvements and analysis takes precedence over your privacy interest.

To comply with legal requirements to which we are subject, such as tax or financial reporting requirements.

- Using your personal data in this way is necessary for us to comply with our legal obligations.

To better understand your interests and preferences, in order to provide you with an experience that is tailored to those interests and preferences.

- It is in our legitimate interest to look at the preferences that we derive from your browsing behavior so that we can personalise content and better meet your needs as a customer, provided this is in line with your marketing choices.

To better understand your wishes, expectations and requirements in order to develop our activities, products and services, offerings, customer service and communications to you.

- It is in our legitimate interest to look at the feedback that we derive from your survey responses to enable good customer service and support, deal with your questions, correct erroneous data or dispatch information that you have requested. If we want to be able to identify an individual person in a survey, this is only done if expressly stated in the invitation to the survey.

To statistically analyse your feedback from surveys over time in order to develop and improve our activities, products and services, offerings, customer service and communications to you.

- It is in our legitimate interest to analyse the behavior and patterns of customers through the survey responses over time to be able to give you recommendations and adapted services based on the interests of others with similar behavior patterns. The survey may be sent to you again and we would then want to be able to compare results from the previous occasion to verify that we are improving.

To personalize and measure the effectiveness of advertising on our website and third party websites.

- With your consent, we use third party vendors re-marketing cookies, for example, Adroll and Google Ads to serve relevant advertisements on our marketing partners display network.

To further understand users' needs, optimize services, enhance their experience and improve our services.

- With your consent, we enable cookies that allow us to better understand your experience and with your express consent, may link this data for further understanding.

To send you communications about relevant solutions, products and services, including updates which may be of interest, in accordance with your marketing preferences.

- We will only send you marketing materials where we have your consent, a contractual basis; or where we have a legitimate interest to keep you updated.

If you submit a question or a request on a social media platform to interact with you as requested.

- It is in our legitimate interests to use the personal data you share with us from these sources to provide information requested, improve the quality of our products and services, and engage in the conversations on those platforms. We will NOT use these mediums to provide unsolicited direct marketing.

Invite customers to register for our services i.e. support, eStore, or end-users to create a mobile key.

- It is our legitimate interest to invite customers to register for our services. Should the customer fail to activate their account or complete registration we will remove their account from our services.

To support our customer we sometimes need to simulate and troubleshoot an issue using a copy of their database from our products and services.

- It is our legitimate interest to provide support and with customer's permission obtain a copy of the local database. This database contains personal data from our customers but also their customers. Once the issue is resolved, personal data is deleted.

To process pseudonymised data from customer databases for test purposes, investigate usage patterns, perform simulations to improve our products and services.

- It is our legitimate interest to improve test scenarios for our products and services, improve quality, identify improvements from usage patterns and shorten lead-time to market that ultimately benefit our customers as well.

To offer you guided solution selection tools to assist you with selecting the correct product or service.

- It is our legitimate interest to use your personal data to respond to your request.

1.3 Transfer of your personal data

We may transfer your personal data for the purposes set out above:

- To other companies within the ASSA ABLOY group;
- To third parties who provide services connected to our applications, surveys, web services, and the other purposes defined above.
- When required by law;
- To business partners;
- To vendors.

Some recipients may be located in countries outside the EU/European Economic Area (EEA).

As in some cases these countries have a lower level of protection than that within the EU/EEA. When transferring personal data to countries outside the EU/EEA we use standard contractual clauses approved by the European Commission to ensure a sufficient level of protection for your personal data. These standard contractual clauses, as well as information on countries approved by the European Commission can be found [here](#).

We take measures to protect all personal data transferred to a third party, or to other countries, in accordance with applicable data protection laws and as stated above which includes a data processing agreement where required.

1.4 For how long will we store your personal data?

We store personal data for as long as necessary to fulfill the purpose for which the data has been collected unless a longer retention period is required or permitted by law. This means that we delete your personal data when such data is no longer necessary to process a request or an order, or to manage your account or our client relationship and when the required retention period has expired. The following is a list of retention periods for personal data relevant to this Privacy Notice.

Type of data stored

- How long is it stored?

Contact information you provide us in forms submission, contact request and events such as; Your name, email address, region/country and company name.

- Deleted 24 months after becoming inactive or after three email bounces.

Your responses in surveys that you participate in.

- Deleted 24 months after the end of the survey period. Aggregate data that can't be tied to an individual may be stored longer.

Marketing preferences such as opt-in or opt-out to receive information and newsletters through email.

- Deleted 24 months after becoming inactive or after three email bounces.

Information related to our business relationship, such as data in orders and quotes, requirements that you provide us with and delivery information.

- For the duration of our business relationship and 5 years thereafter. Data may be stored longer when we are legally required to do so.

Application data collected from users of our mobile applications.

- Deleted after 24 months for active users or after becoming inactive.

Customer database copies related to support cases.

- Deleted within 6 months after the support case is resolved.

1.5 Your rights

In relation to the personal data that we hold about you, you have the right to:

- Request a copy of your personal data from our records;
- Ask that we correct or erase your personal data (though this may mean that we cannot process requests or orders, or that your account expires);
- Ask us to stop processing your personal data (for example as regards the use of the data to improve our website), or restrict how we process it (for example if you deem the data to be incorrect);
- Request the personal data used to provide you with information you requested, process an order, or manage your account or our relationship in a machine-readable format, which you are entitled to transfer to another data controller; and
- Withdraw your consent to us processing your data for marketing purposes at any time.

Requests to exercise your rights should be addressed to:

“Attn.: ASSA ABLOY Global Solutions Data Protection Manager”

Lodjursgatan 1

261 44 Landskrona

Sweden e-Mail: privacy.globalsolutions@assaabloy.com

If you have a complaint regarding our processing of your personal data you are entitled to report this to the Swedish Data Protection Authority at Datainspektionen, Box 8114, 104 20, Stockholm Sweden.