

## ASSA ABLOY CREWSIGHT™ TERMS OF USE & END USER SERVICE AGREEMENT

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These are the general terms and conditions and end user service agreement (collectively, the **“Terms of Use”** or **“TOU”**) that apply to the CrewSight™ application software based services accessible via the Internet and the Documentation (collectively, the **“Service”**) proprietary to ASSA ABLOY and its affiliates (**“ASSA ABLOY”**, **“we”** or **“us”**) or its suppliers and offered and made available through ASSA ABLOY portals (the **“Sites”**) to businesses and professionals. **“Documentation”** includes any accompanying written materials, such as a user’s guide or product manual, as well as any “online” or electronic documentation.

You, an individual or a single company or legal entity and the personnel associated with your business (collectively, **“you”** or **“Customer”**), will be granted access to use the Service for your internal business purposes, conditioned upon your purchase of one or more Service subscription(s) (each a **“Service Subscription”**), which may allow a user to access the Service and/or Device (as defined below) to connect to the Service, and your acceptance of these TOU. If you are agreeing to these TOU on behalf of a company or other legal entity, you represent that you have the authority to contractually bind such entity and its personnel.

Whether you purchase or obtain your Service Subscription(s) directly from ASSA ABLOY, or indirectly from an authorized vendor of the Service, **BY CLICKING ON “OK,” “ACCEPT,” “AGREE,” “SUBMIT” OR ANY BUTTON INDICATING ACCEPTANCE OF THE TOU OR BY ACCESSING OR USING THE SERVICE OR THE SITE, YOU REPRESENT THAT YOU ARE AUTHORIZED TO USE THE SERVICE AND AGREE TO BE BOUND BY THESE TOU.** FURTHER, SUBJECT TO SECTION 8.2 BELOW, YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF ANY CHANGES TO THE TOU WILL CONFIRM YOUR ACCEPTANCE OF THOSE CHANGES. These Terms of Use constitute a binding, legal agreement between you and ASSA ABLOY and are intended to have the same force and effect as if you had signed them.

**USE OF THE SERVICE AND THE SITE ARE OFFERED TO YOU CONDITIONED UPON YOUR ACCEPTANCE OF THE TOU WITHOUT ANY MODIFICATIONS. THE TOU CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (INCLUDING WITHOUT LIMITATION SECTIONS 3.2, 4.2, 5.3, 8.1, 9.2, 10, 11, 12, 14.1 and 17). THESE PROVISIONS FORM AN ESSENTIAL PART OF OUR BARGAIN.**

A current copy of the TOU can be accessed and viewed at any time from the home page of the Site. We recommend that you print and retain copies of the TOU for your records. If you do not agree to the TOU, you agree not to use or access the Service or the Site nor are you authorized to do so.

### 1. Application Services

- 1.1 General Description. The Service is an application software-based service. The Service application software is designed to gather and process data and information (**“Data”**) that you may upload to the Service or that is automatically transferred from your mobile or stationary devices (**“Devices”**) that you cause to be activated and connected to the Service. After activation of a Service Subscription, the Service will be provided to you and your Authorized Users (defined in Section 3) and the Data will be accessible to you and your Authorized Users with content, functionality, reports and services, as may be changed from time to time. Service Subscriptions require activation. To have them activated you must (i) accept the payment terms and conditions applicable to your Service Subscription, (ii) accept the TOU, and (iii) consent to the transmission and use of the Data generated from your Devices as further described in Section 6.1 below.

The Service may be offered under a variety of Service Subscription plans (**“Service Plans”**) and, therefore, may be subject to additional terms and conditions contained in other ordering documentation which are incorporated herein by this reference.

The availability of the Service may be affected, inter alia, by planned and unplanned maintenance periods, technology upgrades and as otherwise set forth in the TOU or any description of the Service.

- 1.2 Third Party Communications Systems. Some features of the Service may require use of a third party communications system, such as internet access, telephonic or other wireless communications, or a satellite-based communication system (each, a **“Communications Service”**). UNLESS THE COMMUNICATION SERVICE IS EXPLICITLY MADE PART OF A SERVICE PLAN, YOU SHALL PURCHASE THESE COMMUNICATION SERVICES. ASSA ABLOY HAS NO RESPONSIBILITY FOR THE AVAILABILITY, QUALITY OR PERFORMANCE OF THE COMMUNICATIONS SERVICES OR EQUIPMENT FURNISHED BY THE COMMUNICATIONS CARRIERS. THE COMMUNICATIONS CARRIERS ARE EXCLUSIVELY RESPONSIBLE FOR SUCH SERVICES AND EQUIPMENT.

1.3 Data Exchange and Third Party Interfaces. The Service may permit the communication, transfer and exchange of data between the Service and certain third-party manufactured devices or systems. ASSA ABLOY does not exercise control over the form or quality of data generated or transmitted by or to third-party manufactured assets, devices or other third-party developed solutions such as custom reports or interfaces (collectively, **"Third-Party Data"**). Therefore, if your Service Subscription permits use of the Service data exchange component you understand and agree to the following:

- Data may only be exchanged between the Service application and third-party manufactured assets, devices or systems approved for use with the Service by ASSA ABLOY;
- Even though ASSA ABLOY may have approved such use, Third Party Data may not be in a format that may be processed in the Service, and Data may not be in the format to be processed on the third party assets, devices, or systems, and usability or visualization of the Data may be impaired;
- ASSA ABLOY is not responsible for the quality or accuracy of, or the ability to receive, access or use Third-Party Data that may be reported into the Service or Data exported to or through third party manufactured devices or systems or other third party solutions (e.g., custom reports or interfaces), whether a deficiency is due to third-party caused service outages, third-party software interface incompatibilities or failures, or otherwise;
- ASSA ABLOY may control all Third Party Data transmitted to and from the Service, and may stop or block any Third Party Data that ASSA ABLOY believes may adversely affect performance of the Service.

1.4 Technical Support. If you purchased your Service Subscription from a ASSA ABLOY dealer, please contact that dealer for technical support or other communication relative to the Service.

## 2. Nature of Application & Hosting

The Service is hosted by or on behalf of ASSA ABLOY and includes the Service application software that is licensed under Section 5 below, and third party software or services (to the extent permitted by the third party suppliers) (**"Third Party Software/Services"**). The Service also may interact with software, which may include firmware, programs or applications run on your Devices. Via the Site, we may make available software or data services of third party suppliers (**"Third Party Suppliers"**). You acknowledge that the Data and the Service may be transmitted through networks and signals that are not specifically protected or encrypted and where third party interception may be possible. You consent to such transmission and waive any claims that you may have against us with respect to such transmission. Subject to the specifics of the Service Subscription and the Service Plan you may make the Service available to Authorized Users on the basis of several factors including, without limitation, Internet access, computer use, assets, operating system, Devices activated and maintained by you, username, password and/or other factors. The Service is subject to change from time to time as further described in Section 8 below, and by accessing or using the Service and the Site, you consent to our adding, changing or removing any services made available in conjunction with or through it.

## 3. Authorized Users; Limitations.

3.1 Authorized Users. You agree that the Service will be accessed and used only by you. For that purpose you may designate authorized users whom you authorize to access and use the Service (**"Authorized User"**), always provided that you have purchased a sufficient number of Service Subscriptions for the Authorized Users or Devices connecting to the Service. You agree that the access credentials of one of your Authorized Users can only be used by that Authorized User and you shall assure that the access credentials of one Authorized User can only be used by such Authorized User and no other person.

3.2 Connecting to the Service. Point of delivery for the Service is the Site and, unless the Service Plan explicitly entails connection to the Site, connecting to and accessing the Service through Devices and computers or otherwise is within your sole responsibility, regardless of the nature of such connection. ASSA ABLOY is not responsible for the network connection or for issues, problems or conditions arising from or related to the network connection, including but not limited to, bandwidth issues, network outages, firewalls and/or other conditions that are caused by the Internet and/or network connection.

3.3 Limitations on Use. Transmission of information using a Device may be subject to legal requirements that may vary from location to location, including radiofrequency use authorization. You must limit use of any Device to those locations where all legal requirements for the use of the Device and the Service communication network have been satisfied. In the event that a Device is used at a location where (i) legal requirements are not satisfied or (ii) transmitting or processing of such information across multiple locations would not be legal, we disclaim any and all liability related to such failure to comply and ASSA ABLOY may discontinue the transmission of information from that Device.

## 4. Registration; Payment

4.1 Customer Account. In order to log on to the Site and use the Service, an account for you will be created and activated. You may create access credentials or connections for you and your Authorized Users and Devices, always subject to your purchasing the

sufficient number of Service Subscriptions. In the process of creating the account and access credentials you must provide ASSA ABLOY with true, accurate, current and complete registration information in relation to you and your Authorized Users and to update such information as necessary. Should we have reasonable grounds to suspect that any information provided in relation to you or an Authorized User is inaccurate, incomplete or untrue, we have the right to suspend or terminate your or the Authorized User's right to access and use the Service.

- 4.2 **Site Access & Password; Security.** You are responsible for maintaining, and you shall cause all Authorized Users to maintain, the confidentiality of your and your Authorized Users' usernames and passwords and are fully responsible for all activities that occur on the Site under your designated Authorized Users' usernames and passwords. We may require you to change your designated Authorized Users' usernames in the event we determine, in our sole discretion, that any username is offensive or for any other reason. You agree to immediately notify ASSA ABLOY of any unauthorized use of any Authorized User's username, password, or any other breach of security, and to ensure that Authorized Users logout at the end of each session. You are responsible for disabling the accounts of any Authorized User no longer employed by you. You acknowledge that ASSA ABLOY is not responsible for tracking your Authorized Users' use of the Service, and that ASSA ABLOY cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.
- 4.3 **Payment.** You agree to pay all charges, fees and taxes (excluding taxes on ASSA ABLOY's net income) in accordance with the payment terms applicable to the Service Subscriptions that you acquire. If data transmission is included in a Service Plan, such transmission may be subject to certain volume limits. You agree to reimburse ASSA ABLOY for any charges for data transmission in excess of these limits as well as any activation and de-activation charges that may be imposed by the communication service provider because of your conduct in violation of the service provider's terms and conditions.

## **5. Grant of License; License Restrictions**

- 5.1 **Limited License to Customer.** Subject to your compliance with the TOU, the terms of your Service Subscription(s) and payment of all applicable fees, ASSA ABLOY grants you a limited, non-exclusive, revocable, non-transferable, non-assignable license (without the right to sublicense) to access and use the Service for your internal business purposes and purposes otherwise consistent herewith. All rights not expressly granted to you herein are reserved by ASSA ABLOY and its suppliers and licensors.
- 5.2 **License Restrictions - No Misuse of Services.** Your use of the Service is limited to those uses expressly permitted under your Service Subscription and the TOU. As a condition of your use of the Service you agree that you will not use it for any purpose that is unlawful or prohibited by the TOU. We may restrict or cancel the Service to you if there is a reasonable suspicion of, or any actual misuse or fraudulent use by you. You will be responsible for any costs incurred by us or any other party (including attorneys' fees) as a result of such misuse or fraudulent use. You may not: (i) reproduce, modify, publish, distribute, publicly display, adapt, alter, translate, or create derivative works from the Service, or any Third Party Software/Services; (ii) merge the Service software or Third Party Software/Services with other software; (iii) sublicense, lease, sell, rent, loan, or otherwise transfer the Service or Third Party Software/Services to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service software, Third Party Software/Services or Site; (v) use the Service or Third Party Software/Services in a "service bureau" or similar structure whereby third parties obtain use of the Service or Third Party Software/Services through you; (vi) remove, obscure, or alter any copyright, trademark, or other proprietary notices embedded in, affixed to or accessed in conjunction with the Service and/or the Site; (vii) damage, disable, overburden, interfere with, disrupt or impair the Service or Site, or servers or networks connected to them, in any manner; (viii) interfere with any other person's access, use or enjoyment of the Service or the Site in any manner; (ix) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, laws and regulations related to export; (x) impersonate any person or entity or misrepresent your affiliation with a person or entity; or (xi) upload, post, reproduce or distribute any Data, information, software or other material protected by copyright or any other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner of such rights.
- 5.3 **Third Party Software/Services.** You hereby acknowledge and agree that any Third Party Software/Services that may be bundled with the Service (e.g., maps) is/are being provided to you by Third Party Suppliers and not by ASSA ABLOY. You hereby acknowledge and agree that your access or use of any such Third Party Software/Services is governed by such Third Party Suppliers' terms of use, end user license agreement or other like agreement, and in absence of such terms or agreement, by the TOU. ASSA ABLOY will use good faith and reasonable efforts to notify you of events affecting the Third Party Software/Services (e.g., down time or maintenance) that may impact your use of the Site. HOWEVER, ASSA ABLOY CANNOT BE RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY IN CONNECTION WITH, THE THIRD PARTY SOFTWARE/SERVICES OR YOUR USE (OR ANY AUTHORIZED USER'S USE) THEREOF.
- 5.4 **Time Limited Service Subscription.** In the event that use of the Service provided to you is time limited (such as that provided on a trial basis or to beta testers, resellers and distributors for sales demonstration purposes or to prospective end user customers for evaluation purposes) (the "**Time Limited Service**"), then you may use the Time Limited Service in accordance with the TOU solely for the purpose for which it is provided to you, and only for the limited period of time specified by ASSA ABLOY. ASSA ABLOY may

revoke your access to and authorization to use the Time Limited Service at any time. In the event that you subsequently acquire a paid Service Subscription, then your continued use of the Service will continue to be governed by the TOU and associated Service Subscription terms and conditions. Resale, transfer or other distribution of the Time Limited Service is prohibited.

## **6. Consent to Transmission and Use of Data; License and Aggregate Data**

- 6.1 *Consent to Data Transmission and Use.* Once your Service Subscription is activated, you may transmit, or cause your Devices to gather and transmit Data to the Service. The Data transmitted may include such information as is set forth in the Service description and may include, without limitation: the condition and operation of the Devices, Device serial number and version numbers, EPC codes, date and time, location coordinates, speed, address, battery life, power off, GPS signal, cellular strength, movement, compass coordinates, historic locations, geofence alerts, etc.

The Data is transmitted to ASSA ABLOY or to one or more of its affiliates or suppliers and processed on your behalf. Data is transmitted and used for the following purposes: (a) providing the Service to you; (b) evaluating or improving the Service; (c) complying with legal requirements and valid court orders, as applicable; (d) performing market research; or (e) developing and offering you new products and services.

We may share some or all of the collected Data with our dealer(s), our affiliates and their dealers, and our suppliers worldwide who provide the Service, Devices, or related products and services to you.

The Service may require for optimum use, and ASSA ABLOY may provide to you in a number of formats (feeds, definition files etc.), content that is automatically synchronized or updated from time to time between your system and Devices and ASSA ABLOY's servers or systems ("**Content**"). Such Content may be provided for a limited time, from time to time, in accordance with an applicable Service. You consent that the Service will automatically contact ASSA ABLOY to receive Content and, in addition and to the extent that any applications for connection with the Service are installed on your systems or Devices, if and when any of the following events occur: (i) you have successfully accessed the Service; (ii) you fail to access the Service successfully; (iii) you have configured the Service successfully; and/or (iv) any application for the use of the Service is uninstalled. You may be required to download software and the Service may automatically update the software installed on any Device when a new version is available.

**By authorizing activation of the Devices, you hereby consent to ASSA ABLOY processing Data on your behalf. In addition, with the activation of the account, you consent, and you shall cause the Authorized Users to consent, to the transmission, processing and use of your and the Authorized Users' personal data solely for purposes of administering the account, access credentials and other purposes anticipated in the TOU.**

- 6.2 *License and Aggregate Data.* To the extent that you have any ownership or other interests in the Data, you hereby grant to ASSA ABLOY, ASSA ABLOY's affiliates and their service providers a non-exclusive, worldwide, royalty-free, irrevocable perpetual license to use, process, manipulate and/or modify, copy, perform, and create derivative works from the Data so that ASSA ABLOY may provide the Service to you. ASSA ABLOY may collect aggregated information regarding your interaction with the Service (excluding any personally identifiable information) and may exploit and use such aggregated information for any purpose without restriction. If you provide comments, suggestions and recommendations to ASSA ABLOY with respect to the Service (including without limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively "**Feedback**"), you hereby grant to ASSA ABLOY a worldwide, royalty-free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.

## **7. Privacy and User Data**

- 7.1 To understand ASSA ABLOY's general data privacy practices, please review ASSA ABLOY's Privacy Statement, which can be viewed at any time from the home page of the Site or at <https://www.crewsight.com/global/en/privacy-center/privacy-notice>.
- 7.2 You acknowledge that the Data may be retraceable to individuals ("**Personal Data**"). Each time an Authorized User logs on to the Service and the Site, certain information, including the username, will be processed in the Service application software. This information is used to manage the Authorized User's account, the Service and other personalized features. ASSA ABLOY may match the username to personally identifiable information in order to provide you and the Authorized User with Services that the Authorized User is entitled to use and to provide relevant Data and information. Additionally, the Service may permit collection of location-based Data in connection with your Devices and the Service provided ("**Location Data**") so that the geographic location of the user may be identifiable.

**You hereby agree that you shall clearly, conspicuously, and regularly notify all Authorized Users and other personnel, persons or entities using the Service and using your Devices of the foregoing collection, transmission and use of the Data, including any Personal Data and Location Data contained therein; that you have obtained and will obtain all necessary consents from your designated Authorized Users and other personnel, persons or entities using the Service,**

**or Devices who may be affected thereby; and that in doing so you have otherwise complied fully with your obligations under applicable law relating to the transmission and use of Personal Data and Location Data. You agree to indemnify, defend and hold harmless each of the ASSA ABLOY Parties (as defined in Section 10 below) from and against all liabilities, claims, demands, actions or causes of action arising out of your breach of the foregoing obligations.**

- 7.3 The Service may be administered and hosted by ASSA ABLOY from its offices or those of its affiliates or service providers at various locations within the United States of America. Consequently, Data is collected, sent, processed and stored in the United States and may be collected, sent, processed and stored outside the United States. You acknowledge that in the event of conflict of privacy laws or practices in your jurisdiction and those in the domicile of the entity hosting the Service, the law applicable in the domicile of the entity hosting the Service will have precedence at all times.

## **8. Modification of Services**

- 8.1 ASSA ABLOY may, at any time, modify, suspend or permanently discontinue the Service or Site, or any portion of them, with or without advance notice. Subject to Section 14.2 below, no ASSA ABLOY Party will be liable to you or to any third party for any such modification, suspension or discontinuance.
- 8.2 ASSA ABLOY may modify and update the TOU if circumstances under which the TOU is entered into change following purchase of your Service Subscription, and ASSA ABLOY will provide you with reasonable notice of any such changes. Your continued use of the Service following the posting of any such changes will constitute confirmation of your acceptance of the updated TOU, unless you notify ASSA ABLOY in writing within 30 days of the notice that you do not accept them. In that case the TOU in effect at the time of your purchase or last renewal of the Service Subscription (whichever is later) will remain in effect through the remainder of your then current subscription term, unless ASSA ABLOY, at its option, exercises its right to terminate your Service Subscription(s) in accordance with Section 14.2 below.

## **9. Network Coverage, Interruption of Service**

- 9.1 You acknowledge that the Service and network access may be subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions.
- 9.2 ASSA ABLOY will not be liable to you or any third party for any loss or damage arising from the Service, or its interruption, transmission errors (including without limitation Location Data inaccuracies), downtime of the Service due to maintenance or defects or any other cause, including, but not limited to, interruption caused by the underlying communications system carrier. ASSA ABLOY does not assume and will not have any liability arising from events beyond ASSA ABLOY's control or the control of ASSA ABLOY's service providers, subcontractors, licensors or business partners, including events such as acts of God, acts of any governmental entity, acts of public enemy, strikes or weather conditions.

## **10. No Warranties; Customer Responsibility for Devices, Risk of Loss and "Alert" Feature Configuration.**

ASSA ABLOY, ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS, DEALERS, AFFILIATES AND AGENTS (EACH AN **"ASSA ABLOY PARTY"** AND COLLECTIVELY THE **"ASSA ABLOY PARTIES"**) DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF THE SERVICE AND SITE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) THE APPLICATION, SITE AND SERVICE ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU; (b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ASSA ABLOY PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (i) WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (ii) WARRANTIES ARISING THROUGH COURSE OF DEALINGS OR USAGE OF TRADE, (iii) WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE APPLICATION, SITE AND SERVICE, AND (iv) WARRANTIES THAT ACCESS TO OR USE OF THE SERVICE AND SITE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE; AND (c) YOU WILL ACCESS THE SITE AND USE THE SERVICE AT YOUR OWN DISCRETION AND RISK, YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM(S) OR LOSS OF DATA THAT RESULTS FROM SUCH ACCESS AND USE, AND YOU ARE RESPONSIBLE FOR THE ACCURACY AND QUALITY OF YOUR DATA.

YOU FURTHER AGREE THAT, IF THE SERVICE IS USED TO TRACK THE LOCATION, PERFORMANCE, HEALTH AND STATUS OF YOUR DEVICES, YOU ARE SOLELY RESPONSIBLE FOR THE PROPER MAINTENANCE, OPERATION AND SUPPORT OF SUCH DEVICES. NOTWITHSTANDING YOUR USE OF THE SERVICE AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH IT (WHETHER ACCURATE OR INACCURATE) REGARDING THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF THE DEVICES, YOU ASSUME ALL RISK RELATED TO THE PROPER

OPERATION, SUPPORT AND MAINTENANCE OF SUCH DEVICES. **ACCORDINGLY, YOU ARE RESPONSIBLE FOR ANY RISK OF LOSS FOR ANY ASSETS REQUIRED TO COMMUNICATE WITH OR THROUGH THE SERVICE, FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, VEHICLE AND EQUIPMENT FAILURE, THEFT, FIRE, COLLISION, TAMPERING, AND VANDALISM.**

THE SERVICE IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN LIFE SUPPORT, MEDICAL, EMERGENCY, MISSION CRITICAL OR OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES ("**HIGH RISK ACTIVITIES**"). ASSA ABLOY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. ASSA ABLOY WILL HAVE NO LIABILITY FOR USE OF THE SERVICE IN HIGH RISK ACTIVITIES.

WITHOUT LIMITING THE FOREGOING, DUE TO VARIABLES BEYOND ASSA ABLOY'S REASONABLE CONTROL IN RESPECT TO YOUR CONFIGURATION OF THE "ALERT" FEATURE OF THE SERVICE, YOUR USE AND MAINTENANCE OF DEVICES, AND INHERENT POSITIONAL INACCURACIES OF LOCATION-BASED SERVICES, ASSA ABLOY WILL HAVE NO RESPONSIBILITY OR LIABILITY ARISING FROM ANY THEFT OR OTHER CASUALTY RESULTING FROM THE ERRONEOUS TRANSMISSION OR NON-TRANSMISSION OF ALERT MESSAGES.

**THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY GRANTED IN THE TOU.**

#### **11. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL THE ASSA ABLOY PARTIES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, VIRUS INFECTIONS, SYSTEM OUTAGES AND THE LIKE) ARISING OUT OF, BASED ON OR RESULTING FROM THE TOU OR YOUR ACCESS TO, USE OF, MISUSE OF OR INABILITY TO USE THE SERVICE OR THE SITE, EVEN IF ASSA ABLOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING DAMAGES INCURRED BY THIRD PARTIES). THE EXCLUSION OF DAMAGES UNDER THIS SECTION 11 IS INDEPENDENT OF ANY REMEDY PROVIDED UNDER THE TOU AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER DAMAGES ARISE FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL ASSA ABLOY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU TO ASSA ABLOY FOR YOUR ACCESS TO OR USE OF THE SERVICE WITHIN THE 12 MONTHS PRIOR TO THE EVENT CAUSING THE DAMAGE OR LOSS.

THE PRECEDING LIMITATIONS OF LIABILITY DO NOT APPLY TO LIABILITIES THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS, SUCH AS IN THE EVENT OF STATUTORILY MANDATED LIABILITY (INCLUDING LIABILITY UNDER APPLICABLE PRODUCT LIABILITY LAW) OR IN THE EVENT OF PERSONAL INJURY ARISING SOLELY FROM A ASSA ABLOY PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

#### **12. Customer Indemnification**

UPON OUR REQUEST YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE ASSA ABLOY PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, DEMANDS, ACTIONS OR OTHER PROCEEDINGS BROUGHT AGAINST IT BY ANY THIRD PARTY DUE TO, ARISING OUT OF OR RELATED TO YOUR (A) USE OF THE SERVICE OR THE SITE, (B) VIOLATION OF THE TOU, OR (C) YOUR VIOLATION OF ANY LAW, REGULATION OR THIRD PARTY RIGHTS. You shall pay any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by ASSA ABLOY in connection with or arising from any such claim, liability, lawsuit, action, demand or other proceeding. **ASSA ABLOY may, at its own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with ASSA ABLOY in asserting any available defenses.**

#### **13. Intellectual Property Rights**

- 13.1 You hereby agree and acknowledge that ASSA ABLOY and its licensors (and as applicable, Third Party Suppliers) own all right, title and interest in and to all Intellectual Property Rights (defined below) in connection with or relating to the Service and the Site. "**Intellectual Property Rights**" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary or moral rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You will have no right, license, or interest therein, expressly or impliedly, except for any license expressly granted herein. ASSA ABLOY or its licensors, as the case may be, will own all right, title and interest in and to any replacements, improvements, updates, enhancements, derivative works and other modifications (including, without limitation, the incorporation of any ideas, methods or processes provided by or through you) to Intellectual Property Rights made by any person, even if paid for by you and regardless of whether or not they are similar to any of your Intellectual Property Rights. You will

undertake any and all action necessary to vest such ownership in ASSA ABLOY, including without limitation assigning (and you hereby assign) to ASSA ABLOY all rights in and to such Intellectual Property Rights, including, without limitation, patent applications, patents, moral rights and copyrights arising from or relating to the Service or the Site. Notwithstanding the foregoing, ASSA ABLOY's Intellectual Property Rights as they pertain to the Data include only the rights granted to ASSA ABLOY under Section 6.2 above.

- 13.2 You acknowledge that all trademarks, service marks, and logos (collectively, **"Marks"**) that appear throughout the Service or the Site belong to ASSA ABLOY or the respective owners of such Marks, and are protected by U.S. and international trademark and copyright laws. Any use of any of those Marks without the express written consent of ASSA ABLOY or the owner of the Mark, as applicable, is strictly prohibited. ASSA ABLOY may, in appropriate circumstances and at its sole discretion, disable and/or terminate the accounts of Authorized Users who may be infringing the Intellectual Property Rights of others.

#### **14. Suspension, Discontinuation or Cancellation of Service to Customer; Cancellation Fee**

- 14.1 ASSA ABLOY may suspend your access to the Site and terminate your license to use the Service without liability, if
- (i) you violate the TOU, or breach the terms of your Service Subscription(s) or any other valid agreement with ASSA ABLOY for use of the Service;
  - (ii) fail to pay Service Subscription fees or other amounts owed when due, (whether due to ASSA ABLOY directly or to the dealer or distributor through whom you acquired your Service Subscription);
  - (iii) the Communications Carrier through which you are able to access and use the Service terminates your communications service; or
  - (iv) ASSA ABLOY has reason to believe that you, your Authorized Users, any of your agents or any third party is abusing the Service or using it fraudulently or unlawfully.

**If you pay Service Subscription fees to the dealer or distributor from whom you acquired your Service Subscription (rather than to ASSA ABLOY directly) you acknowledge and agree that ASSA ABLOY may rely in good faith upon the dealer's or distributor's notice to ASSA ABLOY of your non-payment of Service Subscription fees and as a result may suspend your access to the Service and terminate your license to use it without liability.** In addition, subject to Section 14.2 below, ASSA ABLOY may discontinue the Service in whole or in part, and/or cancel your Service account with or without notice for any reason at any time. YOU AGREE THAT NEITHER ASSA ABLOY NOR ITS AFFILIATES NOR DEALERS, NOR ANY OTHER INDIVIDUAL OR ENTITY FROM WHOM YOU PURCHASED OR OTHERWISE ACQUIRED YOUR SERVICE SUBSCRIPTION WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ITS CANCELLATION OR TERMINATION FOR ANY OF THE ABOVE-CITED REASONS EXCEPT AS EXPRESSLY PROVIDED HEREIN. IF YOUR ACCOUNT IS CANCELLED FOR ANY REASON, YOU AGREE NOT TO RE-REGISTER FOR AN ACCOUNT TO THE SERVICE WITHOUT WRITTEN PERMISSION FROM ASSA ABLOY.

- 14.2 If your Service Subscription and Service account are terminated for ASSA ABLOY's convenience and no fault on your part, then you will have no obligation to pay Service Subscription fees for any period following the date of termination, and you will be reimbursed a proportion of the subscription fees received by ASSA ABLOY based upon the un-lapsed term of the currently active Service Subscription as of the date of termination. You will, however, remain obligated to pay Service Subscription fees for the term of Service Subscription until the date of termination.
- 14.3 Should you cancel your account and/or the Service Subscriptions in whole or in part, or if we cancel or terminate your account and Service Subscription(s) due to your violation of the TOU, breach of the terms of your Service Subscription or any other valid agreement with ASSA ABLOY, or your insolvency, bankruptcy (or similar action or proceeding), or your ceasing to do business in the ordinary course, you will be charged a cancellation fee equal to the amount of the subscription fee charges payable through the remaining term of your then currently active Service Subscription(s). Any such cancellation charges will become immediately due and payable.

#### **15. Deletion of Customer Data**

ASSA ABLOY has set forth data retention limits in its service description, and if no such limit has been defined 13 months after upload into the Service. ASSA ABLOY may permanently delete any and all information, Data and content maintained in or under your account from its servers after that period of time and upon any termination of the Service or your Service Subscription. ASSA ABLOY accepts no responsibility for such deleted information, Data or content.

#### **16. International**

The Service is administered by ASSA ABLOY from its offices or those of its affiliates or service providers at various locations within the United States of America. ASSA ABLOY makes no representation that the Service is appropriate or available for use in locations outside the United States, and accessing them from territories where the Service is illegal is prohibited. You may not use or export or re-export the Service or its content or any copy or adaptation in violation of any applicable laws or regulations including,

without limitation, United States export laws and regulations. If you choose to access the Service from locations outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

#### **17. Notices and Electronic Communications**

When you visit the Site or send e-mail to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may update your e-mail address by visiting the location on the Site where you have provided contact information. If you do not provide ASSA ABLOY with accurate information, ASSA ABLOY cannot be held liable if it fails to notify you. You may have the right to request that ASSA ABLOY provide such notices to you in paper format, and may do so by contacting ASSA ABLOY Global Solutions, Attention: CrewSight, 631 International Pkwy # 100, Richardson, TX 75081 USA, Email: [crewsightsupport@assaabloy.com](mailto:crewsightsupport@assaabloy.com) . Any other communications should also be sent to that address.

Should you choose to respond to ASSA ABLOY or its vendors with comments, questions, suggestions, ideas or the like relating to the Site or the products and services available through the Site, you agree that such information will be considered non-confidential, that neither ASSA ABLOY nor its vendors will have an obligation to respond to your communications, and that either will be free to reproduce, use, disclose and distribute the information to others without limitation (including for developing, manufacturing, and marketing products and services incorporating such information) without liability to you or any other party for payment or other compensation.

#### **18. U.S. Government Restricted Rights** [Applies only to U.S. Government Licensees]

The Service application, Documentation and Site, their content and other materials, are deemed "commercial computer software" and "commercial computer software documentation" pursuant to DFARS Section 227.7202 and FAR Section 12.212 (and any successor sections). Use of the Service, Documentation and the Site including, but not limited to, its reproduction and display, by the United States of America and/or any of its instrumentalities, regardless of form, is governed by the TOU.

#### **19. Choice of Law and Forum**

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

#### **20. Export**

Use of the Service is subject to the U.S. Export Administration Regulations. You agree to the following: (a) you are not a citizen, national or resident of, and are not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) you will not export or re-export materials from the Service or Site, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not export or re-export Service or Site materials, directly, or indirectly, to persons on the above mentioned lists; and (e) you will not use the Service and Site and their materials for, and will not allow the Service and Site and their materials to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

#### **21. General Provisions**

The TOU, the terms of your Service Subscription and/or any other valid agreement between you and ASSA ABLOY for use of the Service, constitute the entire agreement between you and ASSA ABLOY and govern your use of the Service and Site, superseding any and all prior agreements, negotiations and communications (whether written, oral or electronic) between you and ASSA ABLOY with respect to the subject matter hereof. ASSA ABLOY rejects any additional or conflicting terms of any form of purchasing document provided by you. No change, modification, or waiver of the TOU, will be binding on ASSA ABLOY unless made in writing, with ASSA ABLOY's approval. Any rights not otherwise expressly granted under the TOU are reserved by ASSA ABLOY and its licensors. The failure of ASSA ABLOY to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any part of the TOU is held invalid or unenforceable by a court of competent jurisdiction that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of ASSA ABLOY, and the remaining portions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service and/or your Service Subscription must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **22. Official Language**



The official language of the TOU is English. For purposes of interpretation, or in the event of a conflict between English and versions of TOU in any other language, the English language version shall be controlling.

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