

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS, including appended Attachments and/or Exhibits ("**Terms**"), govern the provision of Products and Services between ASSA ABLOY Global Solutions AB, or its Affiliate(s) ("**ASSA ABLOY**"), and the Customer. Each of ASSA ABLOY and Customer may be referred to individually as a "**Party**" or, collectively as "**Parties**." Ancillary services, including, but not limited to, installation, maintenance, support, training may be subject to the execution of a separate Agreement, and/or Exhibit appended hereto. These Terms shall be incorporated by reference and made part of any and all separate Agreement(s) as between ASSA ABLOY and Customer.

If the Customer is a Reseller, then Customer's supply or resale of ASSA ABLOY's Products and Services to an End-Customer shall be subject to the terms of a separate Distribution Agreement between Customer and ASSA ABLOY, and Reseller hereby agrees that it shall incorporate these Terms into all of its separate transactions with End-Customers.

Customer, in order to use ASSA ABLOY's Software Products or SaaS, shall accept and be bound by the ASSA ABLOY End User License Agreement ("EULA") and Subscription Agreement (as applicable), and Customer shall ensure that its Affiliates, agents, contractors, employees and End-Customers accept and be bound by the ASSA ABLOY EULA and Subscription Agreement. Customer acknowledges that it shall be liable to, and indemnify and hold harmless ASSA ABLOY for any breaches or violations of the ASSA ABLOY EULA and Subscription Agreement by its Affiliates, agents, contractors, employees and End-Customers, who would not have had access to, and use of, such Software Products and SaaS, but through the Customer.

In the event of any inconsistency between these Terms and the terms of an Attachment or Exhibit, the terms of the Attachment or Exhibit shall govern. In the event of any inconsistency between these Terms and the terms of an Agreement, the terms of the Agreement shall govern, unless the Attachment or Exhibit expressly states that its terms shall govern over an Agreement.

1. DEFINITIONS

Capitalised terms herein 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 an agreement in writing containing commercial terms relating to the lease, sale, supply or support of the Products and Services between ASSA ABLOY and Customer which incorporates these Terms, including, but not limited to quotes, licenses, Orders, purchase orders, and any schedules, addendums or other Attachments or Exhibits thereto.
- 1.3. "**APIs**" means application programming interfaces.
- 1.4. "**Applicable Data Protection Legislation**" means the law(s) of the jurisdiction governing the Agreement(s) 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.

- 1.5. "**Attachment**" means a document or item which is intended to be incorporated and made part of these Terms and which is appended to, and made part of, these Terms.
- 1.6. "**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.
- 1.7. "**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 eye scans, facial images or fingerprints.
- 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 hereunder or under an Agreement. The terms and conditions of an Agreement shall be treated as Confidential Information.
- 1.9. "**Customer**" means the customer named in the Order(s) or Agreement(s) that constitutes an order to purchase or lease ASSA ABLOY's Products and Services.
- 1.10. "**Customer Content**" means Personal Data and other information and data used or submitted to ASSA ABLOY by End Customer and End Users in connection with use of the Products and Services.
- 1.11. "**Data Privacy Statement**" means the data privacy statement that applies to information processed by ASSA ABLOY, via a Service and/or Product hereunder or under an Agreement, and appended hereto as an Exhibit.
- 1.12. "**Documentation**" means the functional, technical and commercial specifications of the Product or Service (if applicable), which may include, without limitation, service descriptions, statements of work and pricing, and any proprietary information or documentation made available to Customer by ASSA ABLOY for use in conjunction with the Product or Service, including any information available through the Service.
- 1.13. "**Effective Date**" means the date on which the Agreement is fully executed by ASSA ABLOY and Customer.
- 1.14. "**Embedded Software**" means any software component embedded in the Hardware.
- 1.15. "**End Customer**" means the Customer, or if the Customer is a Reseller, the end customer to which the Reseller sells ASSA ABLOY's Products or Services through a written sale transaction (such as a quote or purchase order), as applicable for the internal use of such Customer, and not for further resale.
- 1.16. "**End User**" means End-Customer's employee, contractor, guest or other individual that is authorised by Customer to use or benefit from the Products or Services as an end user.
- 1.17. "**End User License Agreement**" means the ASSA ABLOY End User License Agreement, attached hereto as an

exhibit, as may be amended from time to time by ASSA ABLOY, or displayed to the End User or End Customer when accessing and using the Software Product or using the Product.

1.18. **"Exhibit"** means a document with an identifying mark which is referenced to within these Terms or an Agreement and appended to these Terms or Agreement.

1.19. **"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.

1.20. **"Hardware"** means hardware or equipment (or parts) including Embedded Software (as applicable) sold or rented by ASSA ABLOY to Customer, as set forth in the applicable Agreement.

1.21. **"Installation Services"** means: (i) installation services purchased by End Customer relative to the purchased or leased Products or Services, or; (ii) implementation services comprising upgrades of Products and Services used by End Customer to the latest version.

1.22. **"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.

1.23. **"Initial Period"** means an initial period of 12 months from the Effective Date, for which these Terms, and the terms of an Agreement, shall be in full effect and force on the Parties, or such other initial period specified in the Agreement.

1.24. **"Lease Term"** means the term of the lease of the Products to the Customer as specified in an Agreement.

1.25. **"License"** means a non-exclusive, non-transferable, non-sublicenseable right to use the Services and/or Software Product (including but not limited to Embedded Software) during the License Term based on the license model specified in the Agreement.

1.26. **"License Term"** shall have the meaning set forth in Clause 9.1.

1.27. **"Order"** the Customer's order for the Products and Services, as may be set out in the Customer's purchase order form in response to a ASSA ABLOY's quotation, or the Customer's written acceptance of ASSA ABLOY's quotation, as the case may be.

1.28. **"Personal Data"** means any information relating to an identified or identifiable natural person and shall be

construed in accordance with Applicable Data Protection Legislation.

1.29. **"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.

1.30. **"Product"** means deliverables, including but not limited to, Hardware, or other tangible goods manufactured or supplied by ASSA ABLOY to Customer, and expressly excluding Services and Software.

1.31. **"Renewal Period"** shall have the meaning set forth in Clause 9.1.

1.32. **"Rent"** means the monthly payment for the lease of Hardware and/or Products, payable by Customer to ASSA ABLOY as set forth in an Agreement, Attachment or Exhibit.

1.33. **"Reseller"** means the authorised entity from which the End-Customer purchased ASSA ABLOY's Products and Services subject to a written sales transaction.

1.34. **"Security Deposit"** means the amount Customer is required to pay as a deposit prior to the provision of Products or Services by ASSA ABLOY, which will be deducted from the amount owed under the Order or Agreement from Customer to ASSA ABLOY; and in the case of a lease, Security Deposit means the amount Customer is required to pay as a deposit in addition to Rent for the Products pursuant to the terms of an Agreement.

1.35. **"Service(s)"** shall mean SaaS, Training Services, Installation Services, maintenance and support, decommissioning, software development projects or remote software applications, including APIs, managed by ASSA ABLOY, as specified in an Agreement.

1.36. **"Software Development Kit" (or "SDK")** means ASSA ABLOY'S software development kit (in object code format).

1.37. **"Software as a Service (or SaaS)"** shall mean remote access to the Software Product installed and run on a single-tenant or multi-tenant computing platform managed by ASSA ABLOY.

1.38. **"Software Product"** means, subject to Clause, ASSA ABLOY's standard version of its proprietary software applications, APIs and modules, as further identified in the Agreement.

1.39. **"Subscription Agreement"** means the terms of service and use, attached hereto as an Exhibit, as may be amended from time to time by ASSA ABLOY or the service-specific terms of service and use presented to the End User or End Customer, as the case may be, for acceptance when accessing and using the SaaS, Software Product and/or Service.

1.40. **"Support"** means such maintenance and support services as purchased by Customer and/or End Customer as identified in the Agreement, Attachment(s) or Exhibit(s).

1.41. **"Taxes"** shall have the meaning set forth in Clause 5.7.

1.42. **"Training Services"** shall mean training services purchased by Customer as identified in the applicable Agreement(s).

2. LICENSES, OWNERSHIP, AND RESTRICTIONS

2.1. **Grant of Rights.** In consideration of payment of the applicable fees to ASSA ABLOY, and, subject to the terms and conditions of the Agreement, ASSA ABLOY grants to Customer a License to use the Products and Services as specified in the Agreement in accordance with the Documentation solely for its own internal operations. The foregoing license rights shall be restricted to the number and type of Licenses specified in the applicable Agreement. Customer shall not have the right under the Agreement to use the name 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.

2.2. **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 works thereof, including any materials, inventions, or works developed through ASSA ABLOY's performance of Services, 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.

2.3. **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 Service, inclusive of SaaS and 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 organisation from the Service, SaaS or Software Product; (c) sell, license, sublicense, lease, rent, distribute or otherwise transfer copies of or rights to use the Service, SaaS or Software Product to any third party; (d) use the Service, SaaS or 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) engage in, promote, or encourage illegal activity; (g) disable, interfere with or circumvent any aspect of the Service, SaaS or Software Product; (h) disclose or publish the results of any performance, functional, or other evaluation or benchmarking of the Service, SaaS or Software Product to any third party without written consent from ASSA ABLOY; or (i) remove any proprietary notices or labels of the Service, SaaS or Software Product.

2.4. **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 Services. Customer represents and warrants that none of the Customer Content infringes any third party rights.

2.5. **Third Party Applications.** The Service, SaaS or 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 Service, SaaS or 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 Service, SaaS or Software Product and such open source software is instead subject to the applicable open source software licenses.

2.6. **Beta Services.** From time to time, ASSA ABLOY may make Beta 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" hereunder or under the Agreement, however, all restrictions on use, 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 trial 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.

2.7. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Services and SaaS (or any part thereof) and ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Hardware.

2.8. **Trial Access.** ASSA ABLOY may provide to Customer a free trial access to and/or a demonstration version of the Products and Services for a maximum period of ninety (90) days to enable Customer to evaluate before executing an Agreement. Customer acknowledges and agrees that Customer's access to and use of the Products and Services 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 these Terms 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 herein and under the Agreement or otherwise, to the fullest extent permitted by applicable law, arising out of Customer's access to and use of the Products and Services 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, unless Customer executes an Agreement within 180 days from the date that the trial access commences ; (b) ASSA ABLOY may change the contents of the bundle of Service 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 Service, as well as the number of or specifics of the messages, reports, API calls or other features of the Service; and (e) ASSA ABLOY may, in its

sole discretion, terminate Customer's access to and use of the Service in accordance herein at any time.

- 2.9. **Disabling of Service or part thereof.** ASSA ABLOY may disable the functionality of the Service 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 licensed Service when such breach has been eliminated) or, (b) immediately upon written notice to Customer in the event of a third party claim of infringement, violation or misappropriation of intellectual property rights, or, (c) in the circumstances set forth in Clause 9.1, and (d) otherwise upon termination or expiry of the Agreement.

3. PURCHASE AND DELIVERY

- 3.1. **Shipping, Delivery and Storage.** ASSA ABLOY reserves the right to make, and Customer agrees to accept, multiple shipments to fulfill an Agreement. All Products shipments and delivery terms are Ex Works (EXW) (Incoterms 2020). Title and risk in and to Products included in shipments transfer to Customer at the time the carrier signs the bill of lading. All freight and shipping costs are the responsibility of Customer, are estimates only and subject to change. Title in and to the Products transfers upon ASSA ABLOY's receipt of payment, excluding leases of such Products. If Customer fails to accept delivery from ASSA ABLOY at the scheduled time, the remaining purchase price owed by Customer shall still be due and payable in accordance with the original payment schedule, and any and all risks associated with the Product (or parts) to be delivered, shall be solely borne by Customer. All shipping and storage costs incurred by ASSA ABLOY due to Customer's delay or failure to accept delivery shall be fully reimbursed by Customer. Customer is solely responsible for providing a safe and secure storage location for the Product at all times. Product should be stored in a secure area. Delivery of a Software Product shall be deemed to occur upon the provisioning of a link to enable the Customer to download the software. Delivery of SaaS shall be deemed to occur upon the provision of a link to enable Customer or End Customer, as applicable to access SaaS and an account login for SaaS.
- 3.2. **Cancellations.** Any request to cancel an Order must be received no later than thirty (30) days prior to the scheduled Product shipment. All Product cancellations are subject to a restocking charge equal to fifteen percent (15%) of the invoiced price of the Products cancelled. Orders for special, custom or non-stock Products cannot be cancelled. If Customer has ordered Installation or Training Services and Customer cancels such Services within ten (10) Business Days before the scheduled performance of such services, Customer shall reimburse ASSA ABLOY for any costs associated with the cancellation, including but not limited to, travel, lodging, meals, and ten percent (10%) of the labour costs set forth in the applicable Agreement.
- 3.3. **Restrictions.** The Customer may not resell any Products and Services to third parties, including but not limited to parents, Affiliates or subsidiaries, without prior written consent from ASSA ABLOY, unless the Customer is a Reseller. The term "resell", or "resale" shall include any resale, lease, licence, sublicense or other transfer or delivery of any Products or Services. The Customer acknowledges, agrees and consents that it shall be subject to all obligations, liabilities, responsibilities of a Reseller set forth in this Agreement or other applicable Agreements if it has received a written consent from ASSA ABLOY to resell any Products or Services.

4. SCOPE OF INSTALLATION AND TRAINING SERVICES

- 4.1. **Installation and Training Services.** ASSA ABLOY shall provide the Installation Services and Training Services as may be set forth in an Agreement(s).

5. PAYMENTS, FEES, RECORDS AND TAXES

- 5.1. **Payments Generally.** Customer may be required to pay a Security Deposit of up to fifty percent (50%) of the estimated total price of an Agreement prior to delivery/shipment/installation. ASSA ABLOY does not accept "pay when paid" or conditions, and payment is due to ASSA ABLOY regardless of any receipt of funds/monies from a third party. Customer shall be responsible for all costs and expenses (including legal fees and court costs) incurred by ASSA ABLOY in connection with any overdue balance. Customer agrees to pay ASSA ABLOY the balance of fees and expenses in the amounts and times as set forth in the Agreement, without retention, set-off, withholding or counterclaim. All payments are due and payable in full within thirty (30) days from the date of ASSA ABLOY's invoice. All payments are non-refundable and non-creditable.
- 5.2. **Invoicing.** Except as otherwise stated in an Agreement, ASSA ABLOY is entitled to submit invoices as follows:
- (a) in the case for Products sold or leased, any time on or after shipment of the Products;
 - (b) in the case License of Software Products and/or SaaS, or of charges for maintenance or Support, annually in advance at the time of execution of the Agreement(s);;
 - (c) in the case of Services subject to recurring charges, monthly in arrears; and
- 5.3. **Delivery and Travel Expenses.** Prices are stated exclusive of delivery charges which will be payable in addition to Products which are required to be delivered. Travel and other expenses directly related to the Products and Services will be invoiced and payable within thirty (30) days of the date of invoice.
- 5.4. **Price Changes.** The prices for recurring Products and Services (including Product leases) are subject to increases after the Initial Period upon written notice from ASSA ABLOY. Otherwise, after an Order is accepted, the price for Products and Services is fixed (but only for the Products and Services and quantities included in the Order). Without prejudice to the generality of the foregoing:
- (a) ASSA ABLOY reserves the right to pass any supplier, legal or regulatory required changes to the costs of Products and Services to the Customer; and
- 5.5 **Late Payments; Default interest.** If a Party fails to make a payment due to the other Party under the Agreement by the due date, then, without limiting the other Party's other remedies hereunder, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest hereunder will accrue at a rate of 1.5% per month, or the maximum rate allowable by law, whichever is greater.
- 5.5. **Suspension.** If any amount owing by Customer under the Agreement is thirty (30) or more days overdue, or if Customer violates the Restrictions on Use set forth herein, ASSA ABLOY may, without limiting its other rights and remedies, suspend the provision of Products and Services to Customer until such amount is paid in full or,

as applicable, Customer remedies its violation of these Terms.

- 5.6. **Records and Audit Rights.** ASSA ABLOY reserves the right to run usage reports against Customer's system(s) 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 Agreement, ASSA ABLOY shall either notify Customer, who shall within ten (10) Business Days, reduce the Required Licenses to be consistent with the purchased Licenses, or ASSA ABLOY may charge Customer for payment for the excess usage, including retroactive use.
- 5.7. **Taxes.** Prices do not include, and Customer shall pay, any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, ad valorem, use, duty, withholding or other like taxes relating to the sale, delivery, receipt, payment for or use of Products and Services including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("**Taxes**"). If ASSA ABLOY is required to collect any Taxes, such Taxes will be itemised separately on the invoice and paid by Customer. ASSA ABLOY will accept a valid Tax exemption certificate from Customer, if applicable. If a Tax exemption certificate previously accepted by Customer is not recognised by the relevant governmental taxing authority, Customer agrees to promptly reimburse ASSA ABLOY for any Taxes covered by such exemption certificate which ASSA ABLOY is required to pay.

6. DATA PROCESSING AGREEMENT

- 6.1. **Data Protection Legislation Compliance.** Both parties 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 or rights under the Applicable Data Protection Legislation in their respective roles as controller or processor of Personal Data.
- 6.2. **End Customer Consent.** By entering into this Agreement, End Customer consents to all actions taken by ASSA ABLOY in connection with the processing of Personal Data, provided these are in compliance with the Data Privacy Statement.
- 6.3. **End User Consent and Notices.** Subject to Clause 6.1, the End 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 the Data Privacy Statement. If Biometric Data is or will be processed, End Customer must ensure that any additional conditions and/or legal requirements for processing of Biometric Data are met.
- 6.4. **Controller/Processor.** End 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 End 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 in order to provide and/or improve the Service(s), 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.

- 6.5. **Special undertakings of End Customer.** End Customer undertakes to: (a) immediately after it is brought to End 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.
- 6.6. **Processor Undertakings.** Without prejudice to the generality of Clause 6.1, ASSA ABLOY shall, in relation to Personal Data processed on behalf of End Customer:
- (a) process that Personal Data only on the documented instructions of the End Customer, which are to process that Personal Data for the purposes of providing the Services 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 End Customer of this before performing the processing required by the applicable laws unless those laws prohibit ASSA ABLOY from so notifying the End Customer on important grounds of public interest. ASSA ABLOY shall inform the End Customer if, in the opinion of ASSA ABLOY, the instructions of the End Customer infringe the Applicable Data Protection Legislation;
 - (b) implement the technical and organisational measures set out in the Data Privacy Statement to protect against unauthorised or unlawful processing of End Customer's Personal Data and against accidental loss or destruction of, or damage to, Personal Data processed on End Customer's behalf, which the End Customer has reviewed and shall confirm are appropriate to the harm that might result from the unauthorised 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 authorised 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 End Customer, if applicable, and at the End Customer's expense and written request, in responding to any requests from data subjects and in ensuring the End 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 End Customer without undue delay on becoming aware of a personal data breach involving the Personal Data processed on End Customer's behalf;
 - (f) at the written direction of the End Customer, delete or return Personal Data processed on End Customer's behalf to the End Customer on termination of the agreement unless ASSA ABLOY is required by applicable law to continue to process that Personal Data;

(g) maintain records to demonstrate its compliance herein.

6.7. **Sub-processors.** The End Customer hereby provides its prior, general authorisation 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 6; (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of ASSA ABLOY. For the avoidance of doubt, End Customer fully and explicitly consents to (i) the use of the sub-processors with whom ASSA ABLOY has agreements in place at the time the Agreement enters into force, and (ii) the use of all ASSA ABLOY Affiliates as subcontractors.

(b) transfer End 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.

6.8. **Audit Rights and Locations.** End Customer shall have the right to perform audits of ASSA ABLOY's processing of Personal Data on behalf of End Customer (including such processing as may be carried out by ASSA ABLOY's sub-processors, if any) in order to verify ASSA ABLOY's, and any sub-processor'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 End Customer and approved by ASSA ABLOY, reasonable access to the parts of facilities where ASSA ABLOY is carrying out processing activities on behalf of End Customer, and to the information relating to the processing of Personal Data processed on behalf of End 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. End 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 6. If so, ASSA ABLOY shall compensate End Customer for reasonable and verified costs associated with the audit. All work product generated in the course of an audit shall be ASSA ABLOY property and confidential information. For the avoidance of doubt, the audit rights set forth herein are subject to End 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 End Customer is performed in accordance with the Applicable Data Protection Legislation.

6.9. **Pseudonymisation.** To the extent permitted under Applicable Data Protection Legislation, ASSA ABLOY may aggregate, de-identify, or anonymise personal information so it no longer meets the Personal Data definition, and may use such aggregated, de-identified, or anonymised data for its own research and development purposes. ASSA ABLOY will not attempt to or actually re-identify any previously aggregated, de-identified, or anonymised data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

7. LIMITED WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. **Installation Services.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that for a period of thirty (30) days from performance of Service, Installation Services shall be performed in accordance with generally accepted industry standards.

7.2. **Hardware.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that the Hardware will be free from material defects in materials and workmanship and will substantially conform to the applicable Documentation as of the date of manufacture for a period of one (1) year from the date of shipment. No credits or refunds will be given for Hardware that are returned incomplete or damaged. ASSA ABLOY shall not be required to perform any warranty repairs of the Hardware at a specific site. Customer shall be responsible for removing and reinstalling all the parts or components of the Hardware returned to ASSA ABLOY for repair under the warranty. Customer shall bear all risk of loss during the shipment of items and Hardware returned to ASSA ABLOY. Customer shall be solely responsible for obtaining

insurance on any and all items and Hardware that are returned to ASSA ABLOY.

- (a) All Hardware and associated systems that require online commissioning must be commissioned by ASSA ABLOY certified technicians/installers for the type of product being installed, or all warranties are voided.
- (b) The warranty does not apply to (a) consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship (Customer is solely responsible to ensure that batteries powering the Hardware are properly charged and timely exchanged) or; (b) to cosmetic damage, unless failure has occurred due to a defect in materials or workmanship; or (c) to damage caused by use with a third party component or product; or (d) to damage caused by accident, abuse, or misuse by the Customer or End Customer, fire, liquid contact, earthquake or other external cause; or (e) to damage caused by service (including upgrades and expansions) performed by anyone who is not an authorised representative of ASSA ABLOY or an ASSA ABLOY authorised technician; or (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware.
- (c) ASSA ABLOY does not accept warranty claims directly from End Customers that purchase Products and Services from a Reseller. Unless expressly provided otherwise in a Distribution Agreement, Resellers are expected to provide first line support and manage warranty claims escalated by its End Customers.

7.3. Remedies. Subject to the conditions and limitations of liability set forth herein:

- (a) ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy for a breach of the foregoing limited Installation Services warranty under Clause 7.1 shall be ASSA ABLOY's commercially reasonable effort to reperform the non-conforming part of the Services. ASSA ABLOY will, at its expense, take such actions it determines in its sole discretion are required to conform the Services;
- (b) ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy if the Service does not conform to ASSA ABLOY's then current Documentation shall be ASSA ABLOY's commercially reasonable efforts after receiving written notice from Customer 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 Service 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 Service, Customer will have the right to terminate the applicable Service, 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;
- (c) ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy for breach of the foregoing limited warranties applicable to the sale of the Hardware under Clause 7.2 shall be that ASSA ABLOY will either repair, replace or provide a reasonable workaround for the defective and/or

nonconforming part of the Hardware after receiving written notice (such notice being received before the expiry of the warranty period) of the breach of warranty describing in reasonable detail the specific nature of the defect or non-conformity, or refund all amounts paid for such defective and/or non-conforming Hardware.

- 7.4. Disclaimer of Warranties.** Customer expressly acknowledges and agrees that the use of each of the Products and Services is at Customer's sole risk. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE AND 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, 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 DO NOT APPLY TO ANY DEFECTS, DAMAGES, FAILURES OR MALFUNCTIONS TO ANY PART OF THE PRODUCTS OR SERVICES RESULTING FROM (A) NEGLIGENCE, ABUSE, OR MISAPPLICATION BY THE CUSTOMER OR END CUSTOMER (B) USE BY THE CUSTOMER OR END CUSTOMER OF THE PRODUCTS OR SERVICES OTHER THAN AS SPECIFIED IN THE DOCUMENTATION THEREOF OR OTHERWISE IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER (C) ANY ALTERATIONS, MODIFICATIONS OR ADAPTATIONS OF THE PRODUCTS PERFORMED BY ANYONE OTHER THAN ASSA ABLOY, OR ANY UNAUTHORISED COMBINATION OR INTERFACING OF THE PRODUCTS WITH OTHER PRODUCTS OR SERVICES. 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 A WARRANTY.

- 7.5. Third Party IPR Claims.** If a Product or Service 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 Product or Service; (b) substitute the Product or Service with other substantially similar product or service; or (c) terminate the License for the infringing portion of the Product or Service and compensate Customer for the sums already paid for that infringing portion of the License. THIS CLAUSE 7.5 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

What is set forth above in this Clause 7.5 applies only the latest available version of the Service and does not apply to any previous version of the Service.

- 7.6. 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 PERSONS, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF ANY REPRESENTATION OR WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE), EVEN IF ASSA ABLOY OR ITS AUTHORISED 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) HEREUNDER EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT (OR, IN THE CASE OF PROVISION OF SERVICES, PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM).

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 7, ASSA ABLOY's liability will be limited to the maximum extent permissible.

8. INDEMNIFICATION

- 8.1. **Indemnification General.** 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 the Agreement(s) and these Terms (b) alterations or modifications to the Products or Services made by or on behalf of Customer (c) combinations of using the Products or Services 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 unauthorised use of Products or Services; (e) any violation by Customer of third party rights including but not limited to privacy and data protection rights or breach of Clause 6; (f) from Customer's use of or submission of Customer Content through the Service; (g) Customer's (or End-Customer's) violation of applicable law; or (h) Customer's access to and use of a Service in accordance with Clause 2.
- 8.2. **Indemnification Certain Situations.** If the Customer is a Reseller or if the Customer has received ASSA ABLOY's express consent to resell the Products and/or Services to an End-Customer, the Customer shall further defend, 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) sale of the Products and Services pursuant to terms and/or conditions or terms and/or conditions no less protective of ASSA ABLOY, and the Intellectual Property Rights than those set forth in this hereunder or Agreement; or (b) ASSA ABLOY's suspension, cancellation, or termination of End Customer(s) right to use the Products and Services

and any Licenses at Customers' request or due to non-payment or insolvency by Customer.

9. TERM AND TERMINATION

- 9.1. **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 ("**Term**"). Following expiry of the Initial Period, and any Renewal Period, the Term will automatically renew at ASSA ABLOY'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.
- 9.2. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to Customer in the Event of Default, meaning that: (i) Customer fails to make any payment 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 Parties regarding the amount due; (ii) Customer breaches any of its obligations hereunder or under an 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; or (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. Without limiting ASSA ABLOY's other rights hereunder or in an Agreement, if ASSA ABLOY terminates the Agreement pursuant to this Clause 9.2, Customer will pay any unpaid fees covering the remainder of the current Term. ASSA ABLOY reserves the right to terminate an End Customer's use of SaaS or of a License to Software or Product(s) in the event that End Customer breaches an obligation set forth in an Agreement between ASSA ABLOY and the End Customer, as applicable, and fails to cure such a breach within thirty (30) days after ASSA ABLOY sends written notice of such breach is such breach is capable of being cured, or immediately if the breach is not capable of being cured.
- 9.3. **Termination of Agreement by Customer.** Customer may terminate an 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. Expiration or termination of the Agreement will not terminate any outstanding quotes, purchase orders, statements of work, and the terms of the Agreement shall survive any termination for the duration of the term of such quotes, purchase orders, statements of work.
- 9.4. **Effect of Termination.** Upon any expiry or termination of the Agreement, all rights granted to Customer in relation to the Services will immediately cease and Customer shall cease using the licensed Service, or if Customer should otherwise discontinue using the licensed Service, Customer shall destroy all copies of the Documentation and any related materials in any form.

9.5. **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 thirty (30) day period, ASSA ABLOY will have no obligation to maintain or provide any Customer Content.

10. CONFIDENTIALITY

10.1. **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 hereunder or under an Agreement. Except as expressly provided in an 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.

10.2. **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 11.8, that the disclosing Party will, in addition to any other remedies available to it at law or in equity for breach of this Clause 10, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations.

11. MISCELLANEOUS

11.1. **Customer Cooperation.** The Customer undertakes to:

(a) cooperate with ASSA ABLOY and procure that the Customer's Personnel cooperate with ASSA ABLOY as required by ASSA ABLOY in relation to performance of its obligations and/or the exercise of its rights hereunder or under an Agreement;

(b) allow and/or procure free rights of adequate and safe access for ASSA ABLOY personnel to the Site as required by ASSA ABLOY in relation to performance of ASSA ABLOY's obligations and/or the exercise of its rights under this Agreement; and

(c) ensure that the Site is cleared and prepared before the Services are due to commence and that the environment in which any Services are to be performed complies with all relevant legislation and/or regulations including relevant health and safety law. The Customer will communicate all relevant health and safety policies relevant to the site to ASSA ABLOY personnel visiting the site.

11.2. **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 operations of Products or Services. 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.

11.3. **Export and Import Controls.** The Products and Services ASSA ABLOY makes available hereunder 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 and/or End Customers to access or use any Products, Services 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-Customer or End-User is 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.

11.4. **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.

11.5. **Third Party Rights.** These Terms do 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.

11.6. **Governing Law.** These Terms, and all disputes, claims, or causes of action that may be based upon, arise out of, or relate to these Terms, or the negotiation, execution, or performance of these Terms, shall be governed by and construed in accordance with the laws of the state of New York a 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 these Terms or Agreement(s).

11.7. **Sale of Goods.** In view of the express commitments given by ASSA ABLOY in these terms, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded hereunder and from an Agreement.

11.8. **Arbitration.** Any dispute arising out of or in connection with these Terms or an Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be New York County, New York. 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.

11.9. **Assignment.** These Terms and an 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 these Terms or an 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 these Terms and an 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 11.9 will be void.

11.10. **Delays and Force Majeure.** ASSA ABLOY shall notify Customer as soon as reasonably possible of any delays in the scheduled delivery, and Customer agrees that ASSA ABLOY cannot be held liable in any manner whatsoever for such delays as a result of Force Majeure. Neither Party shall be liable for failure to fulfil its obligations (other than payment obligations) hereunder or under an Agreement issued hereunder or for delays in delivery due to Force Majeure. The time for performance of any such obligation shall be extended for the period lost because of the event of Force Majeure.

11.11. **Notices.** Notices concerning these Terms or an 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.

11.12. **Severability.** If any provision of these Terms or an 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 Terms or an 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, these Terms or Agreement, it shall be reasonably amended.

11.13. **Survival.** Terms and conditions which by their nature extend beyond the Term shall survive the termination or expiry of these Terms or an Agreement, including Customer's obligations under Clauses 2, 6, 7, 8, 9, 10 and 11. 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 these Terms or an Agreement or any addenda hereto.

11.14. **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 7 hereof, shall apply.

11.15. **Entire Agreement.** These Terms and an Agreement including all Attachment, Exhibits and schedules constitute the entire understanding and agreement between the parties hereto with respect to the subject matter of these Terms and Agreement(s) 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 these Terms, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in herein. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement herein.

EXHIBIT A - ORDERS

1. **Orders.** Until accepted as described in this Clause 1, an Order does not oblige ASSA ABLOY to fulfil Orders or maintain pricing. An Order is a contractual offer by the Customer to purchase the Products and Services as set out in the Order and on these terms. If ASSA ABLOY has issued a quotation to the Customer, the parties agree that Customer's Order, and therefore Customer's contractual offer, incorporates the details of the ASSA ABLOY quotation, unless otherwise agreed between the parties in writing. An agreement for the Products and Services is binding only when an Order is accepted by ASSA ABLOY. Acceptance of an Order is established when ASSA ABLOY expressly notifies Customer that the Order is accepted or when ASSA ABLOY begins to provide or make available any Products or Services, whichever is earlier. The parties agree that these terms apply to the Agreement to the exclusion of any other terms that Customer seeks to impose or incorporate (whether through its standard documentation or otherwise), or which are implied by law, trade custom, practice or course of dealing.
 - 4.2.2. ABLOY one hundred (100%) percent of the fees quoted for the booking; or
 - 4.2.2. within one (1) business day prior to the commencement of the Services, the Customer shall pay to ASSA ABLOY seventy five (75%) percent of the fees quoted for the booking; or
 - 4.2.3. within two (2) business days prior to the commencement of the Services, the Customer shall pay to ASSA ABLOY fifty (50%) percent of the fees quoted for the booking; or
 - 4.2.4. within three (3) business days prior to the commencement of the Services, the Customer shall pay to ASSA ABLOY twenty five (25%) percent of the fees quoted for the booking.
2. **Purchase Orders.** If Customer desires to use purchase orders, Customer must submit purchase orders in good time to allow ASSA ABLOY to reference the purchase orders in the manner desired by Customer. Although a purchase order may constitute an Order, the lack of any purchase order will not have any effect on the binding status or terms of an Agreement if the Customer has submitted its Order (and therefore its contractual offer) via any other written means.
3. **Accuracy of orders.** Customer is responsible for the accuracy of an Order (regardless of whether or not that Order incorporates an ASSA ABLOY quotation) and providing all information necessary for ASSA ABLOY to perform the Agreement. Any inaccuracy in an Order, information or statement provided by Customer, that results in the delay or inability of ASSA ABLOY to provide the Products and/or Services, will result in an adjustment to the fees payable to ASSA ABLOY by the Customer.
4. **Booking process.**
 - 4.1. Upon acceptance of an Order, the parties will confirm, in writing, a date for the commencement of the Services detailed in that order (a "booking"). Allocation of resources by ASSA ABLOY for the Services will only take place once a booking has been confirmed.
 - 4.2. After a booking is confirmed, any cancellation or rescheduling of a booking by Customer within three (3) business days prior to the agreed date for the commencement of the Services, will result in Customer paying to ASSA ABLOY a proportion of the fees as follows: here a cancellation or rescheduling of the Services by Customer has taken place:
 - 4.2.1. on the agreed date for the commencement of the Services, Customer shall pay to ASSA
5. **Quotes.** Any quotation given by ASSA ABLOY shall not constitute an offer and is only valid for a period of thirty (30) days from its date of issue unless otherwise specified by ASSA ABLOY in writing.

EXHIBIT B – PRODUCT LEASE

1. If Product lease is included in the Agreement, ASSA ABLOY shall lease the Products to the Customer for use at a Site specified by the Customer to the terms of the Agreement. "Site" means the specific physical location designated by Customer in an Agreement where the Products will be installed during the Lease Term.
2. The Products shall at all times remain the property of ASSA ABLOY, and Customer shall have no right, title or interest in or to the Products (save for the right to possession and use of the Products subject to the terms and conditions of the Agreement).
3. The Agreement will state the minimum period of Product Lease Term.
4. If the Customer wishes to extend the Lease Term, Customer must notify ASSA ABLOY no less than thirty (30) days prior to the end of the then current Lease Term and provide relevant authority to purchase.
5. ASSA ABLOY will, in any event, contact the Customer on or before thirty (30) days prior to the end of the then current Lease Term period to schedule collection of the Products.
6. Following the expiration of the Lease Term, the lease of the Products as well as the terms and conditions set forth herein and the applicable Agreement, shall be extended on a month-to-month basis until the Product(s) is returned to ASSA ABLOY. In this event, ASSA ABLOY may establish a revised rental rate (which may be more than the current Rent), which shall constitute the Rent. The charges upon return, and any other charges related to the return of, the Products may be reasonably revised from those reflected in the applicable Agreement, at ASSA ABLOY's sole discretion, should the Agreement be extended beyond the initial Lease Term.
7. The risk of loss, theft, damage or destruction of the Products shall pass at time of delivery. The Product(s) shall remain at the sole risk of the Customer during the Lease Term and any further term during which the Product(s) is in the possession, custody or control of the Customer, until such time as the Product(s) is returned to ASSA ABLOY.
8. For any Product(s) which is leased, the Customer must:
 - 8.1 take care of, store and operate the Products in accordance with ASSA ABLOY instructions; any documentation supplied with the Products; and, in accordance with good industrial practices;
 - 8.2 insure the Products against loss or damage and for normal insured perils;
 - 8.3 not relocate or remove possession from Customer and/or Site the Products except with the prior written consent of ASSA ABLOY;
 - 8.4 make the Products available for inspection by ASSA ABLOY promptly upon demand;
 - 8.5 not make any modification to the Products or its packaging, nor alter, remove or tamper with any trademarks, trade names, markings or names affixed to or used in relation to the Products; and return the Products at the end of the Lease Term in a good, clean and working order except for normal and ordinary wear and tear.
9. With reference to Clause 1 of this Exhibit:
 - 9.1 During the Lease Term, the Customer will, at its own expense, service, clean and maintain the leased Products and maintain in good and substantial repair and condition (including cosmetic), normal and ordinary wear and tear excepted.
 - 9.2 ASSA ABLOY will not be obliged to repair or replace any leased Products due to normal and ordinary wear and tear (including cosmetic) except to the extent that such normal and ordinary wear and tear adversely impacts the safe use of the leased Products.
 - 9.3 ASSA ABLOY will be entitled to charge the Customer all reasonable costs incurred in attending the Site to undertake any maintenance or repairs to leased Products unless such costs result solely from the normal and ordinary wear and tear of the leased Products or from ASSA ABLOY's negligence.
 - 9.4 At the end of the Lease Term, the Customer is required to return the Products in a good, clean and working order, except for normal and ordinary wear and tear. The leased Products must be in a clean state; the leased Products must be disconnected from all utilities; other accessories must be laid down or otherwise secured.
 - 9.5 The Customer will be responsible for any damage to leased Products or accessories that occurs in transit resulting from failure to comply with this requirement. All items or materials which are not part of, and were not initially provided by ASSA ABLOY with the Products at the beginning of the Lease Term must be removed from the leased Products. Any items or materials left within or on the leased Products after return to ASSA ABLOY may be disposed of by ASSA ABLOY at its sole discretion. If ASSA ABLOY disposes of, stores

and/or returns items or materials to the Customer, the Customer will be subject to additional charges at then current rates.

- 9.6 All supplied keys must be returned to ASSA ABLOY on collection, otherwise a charge will be automatically applied to cover ASSA ABLOY costs of replacing keys and locks at our then current rates.
- 9.7 If the leased Product(s) is not maintained or returned in the condition described, then the Customer will pay ASSA ABLOY's reasonable costs for cleaning and rectifying any damages to the leased Products, within ten (10) days of receipt of ASSA ABLOY's invoice for same.
10. Unless otherwise specified in an Agreement, Rent will be billed in advance on a monthly basis. Customer agrees to pay ASSA ABLOY (at the address provided by ASSA ABLOY or to such other person or at such other place as ASSA ABLOY may from time to time designate within its sole discretion) each payment specified herein on the monthly Rent due date without demand by ASSA ABLOY. All payments due from Customer shall be made by Customer without any abatement, reduction, or setoff of any kind whatsoever, arising from any cause whatsoever.
11. In the event Customer terminates the Agreement prior to the expiration of the Lease Term, and such termination is not due to an unremedied breach by ASSA ABLOY, then ASSA ABLOY shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Products. Such early termination fee shall be equal to the remaining Rent that would be paid to ASSA ABLOY during the Lease Term had the Customer not terminated the Lease early. Such early termination fee may also include charges related to the preparation of the Products for delivery and/or the rental value of the Agreement. ASSA ABLOY shall not be liable to Customer for any damages whatsoever due to any failure or delay in obtaining or delivering the Products. In the event ASSA ABLOY is responsible for delay in obtaining or delivering the Products, the payment of Rent shall not accrue until ASSA ABLOY substantially completes delivery of the Products. If any delay in obtaining or delivering the Products is caused by the failure of the Site to be ready or for any other reason not solely the responsibility of ASSA ABLOY, the Lease Term shall commence as of the date originally stated in the applicable Agreement notwithstanding such delay.
12. Based on Customer's credit history as determined in ASSA ABLOY's sole discretion, Customer may be required to pay to ASSA ABLOY the Security Deposit specified in the Agreement, which may be due upon execution of an Agreement, if specified. The Security Deposit shall be held by ASSA ABLOY (who shall have no obligation to collect or pass through to Customer any interest thereon) as security for Customer's faithful performance of the terms and conditions of the applicable Agreement, including without limitation Customer's indemnification obligations. ASSA ABLOY shall be entitled to commingle the Security Deposit with any of its own funds. If an Event of Default occurs, ASSA ABLOY may apply the Security Deposit to payment of its costs, expenses, and attorney fees in enforcing the terms of the applicable Agreement, including but not limited to repossession of the Products, and to indemnify ASSA ABLOY against any costs, expenses or damages sustained by ASSA ABLOY in connection with the applicable Agreement (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by ASSA ABLOY shall be limited to the amount of the Security Deposit). ASSA ABLOY shall have no duty to

first commence an action against or seek recourse from Customer upon an Event of Default under these Terms before exercising its rights and remedies hereunder. In the event all or any portion of the Security Deposit is applied as aforesaid, Customer shall deposit additional amounts with ASSA ABLOY so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, ASSA ABLOY shall apply any remaining balance of the Security Deposit to the payment of any monies owed to ASSA ABLOY under the Agreement. Thereafter, if no Event of Default has occurred and is continuing and Customer has complied with all obligations under these Terms and all Agreements, ASSA ABLOY shall return to Customer any remaining balance of the Security Deposit.

13. Customer shall provide, maintain, and pay all premiums for insurance meeting the requirements set forth below.

General Liability – Occurrence Based
\$1,000,000 Per Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate

Must include:
Per Project or Per Location
Additional Insured Endorsement in favor of ASSA ABLOY
Primary & Non-Contributory Endorsement
Waiver of Subrogation

Follow Form Umbrella or Follow Form Excess Liability – Occurrence Based
\$5,000,000 Per Occurrence
\$5,000,000 Aggregate
Must include:
Follow Form over primary General Liability policy
Additional Insured Endorsement in favor of ASSA ABLOY
Primary & Non-Contributory Endorsement
Waiver of Subrogation

Workers Compensation & Employers Liability
Workers Compensation – Statutory Limits
\$1,000,000 EL Each Accident
\$1,000,000 EL Disease-Each Employee
\$1,000,000 EL Disease-Policy Limit
Must include:
Waiver of Subrogation

Property
All Risk Property Replacement covering the loss, theft, destruction or damage to the Products in an amount not less than the full replacement value thereof.
Must include:
Loss Payable Provisions on behalf of ASSA ABLOY

All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) day's prior written notice to ASSA ABLOY. Customer shall deliver to ASSA ABLOY insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Customer hereby appoints ASSA ABLOY as Customer's attorney-in-fact to make proof of loss and claim for insurance, to make adjustments with insurers, and to receive payment of and execute or endorse all documents, checks, or drafts in connection with payments made as a result of such insurance policies. Any expense of ASSA ABLOY in adjusting or collecting insurance shall be borne by Customer. Customer will not make adjustments with

insurers except with ASSA ABLOY's written consent. Proceeds of such insurance shall, at ASSA ABLOY's option, be applied either towards replacement, restoration, or repair of the Products or towards payment of Customer's obligations hereunder and the Agreement. ASSA ABLOY may require Customer's insurance carrier to be licensed to do business in the state where the Product(s) is being leased. ASSA ABLOY will not and does not provide insurance for any of Customer's personal property that may be in or on any Product(s).

14. Customer agrees to indemnify, defend, save, and hold harmless ASSA ABLOY, and its Affiliates, agents, employees, contractors, successors, and assigns from and against any and all losses, damages, penalties, injuries, liabilities, costs, expenses (including attorney fees and court costs), claims, actions, suits, demands, fines, settlements, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the selection, installation, lease of Products, condition, return, operation, possession or use of the Products by Customer, its employees, agents or any person invited, suffered or permitted by Customer to use or be in, on or about the Products, including to the extent arising from ASSA ABLOY's negligence, latent or other, defects, whether or not discoverable by ASSA ABLOY or Customer, and any claim for patent, trademark or copyright infringement or environmental damage, (ii) the condition of Products sold or disposed of after use by Customer, any sub-lessee or employees of Customer, (iii) Customer's failure to comply with any of the terms of the Agreement or the Terms, (iv) any theft or destruction of, or damage to, the Products, (v) Customer's and Customer's employees and contractors negligent acts or omissions relating to the Agreement(s) and these Terms (vi) alterations or modifications to the Products made by or on behalf of Customer (vii) combinations of using the Products 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; (viii) Customer's and Customer's employees and contractors willful misconduct or unauthorized use of the Products; (ix) any violation by Customer, or Customer's employees or contractors, of third party rights; or (xi) Customer's (or Customer's employees or contractors) violation of applicable laws. If the foregoing obligations are not enforceable against Customer under applicable law, Customer agrees to indemnify and hold harmless ASSA ABLOY from and against any and all Claims to the maximum extent permitted by applicable law. Customer shall make all payments due under this clause upon demand by ASSA ABLOY. All of ASSA ABLOY's right, privileges and indemnities contained in this clause, shall survive the expiration or other termination of all Agreement and these Terms, and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by ASSA ABLOY, its Affiliates, successors and assigns.

15. Customer agrees to keep the Products free of all levies, liens or encumbrances. Customer shall, in the manner directed by ASSA ABLOY, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Customer or ASSA ABLOY, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Products, and (b) promptly pay all such charges, fees, assessments and taxes due, imposed, assessed or levied upon the

Products (or the purchaser, ownership, delivery, possession, use or operation thereof), including, without limitation, all licenses, registration fees and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines, or interest thereon. However, ASSA ABLOY shall pay all local, state, or federal net income taxes relating to an Agreement. Customer shall notify ASSA ABLOY in writing, within ten (10) days of any tax or lien attaching to the Products, of the full particulars thereof, and of the location of such Products on the date of such notification. Customer shall (i) reimburse ASSA ABLOY upon receipt of written request for reimbursement for any taxes charged to or assessed against ASSA ABLOY, (ii) on request of ASSA ABLOY, submit to ASSA ABLOY written evidence of Customer's payment of taxes and (iii) send a copy thereof to ASSA ABLOY.

16. Title to the Products shall remain with ASSA ABLOY at all times. Unless otherwise specified in writing by ASSA ABLOY, no option or other right to purchase the Products is granted or implied by the lease of the Products to Customer or any other person. The Products shall remain and be deemed to be the personal property of ASSA ABLOY, whether attached to realty or not, and upon the termination of the Agreement or the occurrence of an Event of Default, Customer shall have the duty, and ASSA ABLOY shall have the right, to remove the Products whether or not affixed to any realty or building without any liability to ASSA ABLOY for damage to the realty or building caused by the removal of the Products. Any replacement, substitutes, accessories, or parts, whether placed in or upon the Products or not, whether made a component part thereof or not, shall be the property of ASSA ABLOY and shall be included under the terms of the Agreement. Customer shall not impose for protection, affix or install any Products to or in any other personal or real property without prior written consent of ASSA ABLOY.

17. Customer hereby gives authorization to ASSA ABLOY to charge against the credit card provided all amounts billed for this transaction including applicable taxes, shipping, and handling charges. For a lease transaction, charges may be recurring, and additional billing and charges will occur until such time as all Products and respective accessories are returned and the lease is terminated.

18. Customer agrees that no water, paint, or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated, or other dangerous materials, shall be maintained or stored in, around, or on the Products.

19. Remedies of ASSA ABLOY for Breach of Lease. Upon the occurrence of any Event of Default by Customer of a Lease, and any time thereafter, ASSA ABLOY may, without notice, exercise one or more of the following remedies, in its sole discretion: (a) declare all unpaid payments under the Agreement to be immediately due and payable; (b) terminate the Agreement as to any or all the Products; (c) take possession of the Products wherever found, and for this purpose enter upon any premises of Customer and remove the Products, without any liability for suit, action or other proceedings by Customer; (d) direct Customer, at its expense, to promptly prepare the Products for pickup by ASSA ABLOY; (e) use, hold, sell, lease or otherwise dispose of the Products

or any item thereof on the Site specified on the applicable Agreement or any other location without affecting the obligations of Customer as provided in these Terms and applicable Agreement; (f) proceed by appropriate action either in law or in equity to enforce performance by Customer of these Terms and the Agreement or to recover damages for the breach hereof; (g) apply the Security Deposit to payment of ASSA ABLOY's costs, expenses and attorney fees in enforcing these Terms and the Agreement and to indemnify ASSA ABLOY against any damages sustained by ASSA ABLOY (provided, however, nothing herein shall be construed to mean that the recovery of damages by ASSA ABLOY shall be limited to the amount of the Security Deposit); and (h) exercise any and all rights accruing to ASSA ABLOY under any applicable law upon an Event of Default. In addition, ASSA ABLOY shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Products up to the date of repossession by ASSA ABLOY; (ii) any expenses paid or incurred by ASSA ABLOY in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Products, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (A)

all unpaid payments for any item of the Products repossessed by ASSA ABLOY from the date thereof to the end of the Lease Term over (B) the fair market lease value of such item or items of Products for such unexpired Lease Term (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Products or lease thereof by ASSA ABLOY for a period substantially similar to the unexpired Lease Term); and (iv) the replacement cost of any item of Products which Customer fails to prepare for return to ASSA ABLOY as provided above, or converts or is destroyed, or which ASSA ABLOY is unable to repossess. The foregoing remedies are cumulative and any or all thereof may be exercised in lieu of or in addition to each other or any remedies at law, in equity or under statute. Customer waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Customer shall pay ASSA ABLOY's attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of ASSA ABLOY's rights and remedies hereunder, or if prohibited by law, such sum as may be permitted. Waiver of an Event of Default shall not be a waiver of any other or subsequent Event of Default.

EXHIBIT C – MAINTENANCE AND SUPPORT

1. **Maintenance and Support.** The provisions of this clause apply if an Agreement specifies maintenance and support services (which might be specific to certain items or provided as part of a maintenance plan for an Installation Service, and which might be subject to specific charges or charges which are included within the charges for other Products and Services).

ASSA ABLOY shall provide a facility to take telephone calls in its normal business hours from the Customer in relation to problems or deficiencies experienced by the Customer in the use of Products and Services.
- 1.1. Subject to Clause 1.3 herein, the maintenance and support services include such work as is reasonable and necessary to reinstate the normal operation of the Products and Services. In the case of Software, maintenance and support also includes the supply of any updates to the Software.
- 1.2. ASSA ABLOY will be entitled to invoice for time spent on diagnosis and rectification of any problems resulting from any of the following:
 - 1.2.1. improper use or neglect of the Products and Services by the Customer;
 - 1.2.2. the failure by the Customer to implement recommendations, workarounds and/or solutions to problems previously advised by ASSA ABLOY;
 - 1.2.3. repair, adjustment, alteration or modification of the Products and Services not undertaken by ASSA ABLOY;
 - 1.2.4. adverse external conditions beyond the design and capability of the Products and Services; or
 - 1.2.5. deliberate or accidental damage caused by the Customer or any third party.
- 1.3. In the case of Hardware failure after expiry of the relevant warranty period, the maintenance and Support services include ASSA ABLOY time spent dealing with the failure whereby ASSA ABLOY shall invoice for replacement Hardware or for the cost of spare parts used for Equipment repair, as applicable.

EXHIBIT D – CCTV AND SECURITY

1. **CCTV.** If ASSA ABLOY supply or install CCTV or related Products, it shall check that the Products are in apparent working condition at the time of supply and ASSA ABLOY shall verify that installation performed by ASSA ABLOY operates as expected before leaving the site. The Customer accepts the risk that such Products might nevertheless subsequently fail or might not produce the desired images because:
 - 1.1. The Product might develop a fault that affects normal operations until it is discovered and rectified; or
 - 1.2. The Product is susceptible to deliberate or accidental interference or its performance might be degraded by power or environmental conditions or by interruptions to connectivity (for examples, Hardware moved by the Customer or vandalised or connectivity compromised by poor cellular network coverage); or
 - 1.3. The nature of the site and the extent of the Hardware might cause gaps in coverage (for example, incomplete coverage caused by obstructions); or
 - 1.4. Optimal use of the Products might be compromised by sub-optimal arrangements to monitor or act upon images (for example, difficulties contacting personnel).
2. **Security.** The Customer acknowledges and accepts that security Services provided by ASSA ABLOY, including CCTV and other such form of monitoring do not guarantee site security. Liability for damage or theft in the event of an incident when ASSA ABLOY security Services are in place will be subject to investigation and reasonable determination between the parties.

EXHIBIT E – FACIAL RECOGNITION

1. **Data Protection.** In using the ASSA ABLOY Facial Recognition Camera services:
 - 1.1. the Customer acknowledges and agrees that facial biometric data is classified as personal data and the permission from the End-User is required prior to collection and use.
 - 1.2. the Customer warrants to ASSA ABLOY that permission to use facial biometric data has been gained from the End-User for the purposes of access control.
2. **Functionality.**
 - 2.1. The Customer acknowledges that facial biometric technology is technically inherently less accurate than fingerprint biometric technology.
 - 2.2. Whilst ASSA ABLOY does not guarantee 100% matching accuracy, the ASSA ABLOY system for facial recognition provides a high degree of matching confidence. However, the Customer also acknowledges that the ASSA ABLOY Facial Recognition service is under constant development and subject to a software release programme. Such releases are intended to include functionality developments to enhance matching accuracy, this includes the introduction and continuous improvement of liveness detection.

EXHIBIT F – ENVIRONMENTAL

1. The Customer shall be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:
 - 1.1. all WEEE arising or deriving from the Products; and
 - 1.2. all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as that of such products;
2. The Customer shall:
 - 2.1. comply with all additional obligations placed upon the Customer by the WEEE Regulations by virtue of the Customer accepting the responsibility set out in clause 1; and
 - 2.2. provide ASSA ABLOY's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of ASSA ABLOY's membership of the operator's compliance scheme.
3. The Customer shall be responsible for all costs and expenses arising from and relating to its obligations in clause 1.
4. Further information in respect of the arrangements set out in clause 1 can be found at www.electrolink.eu.com by clicking on 'BUSINESS WEEE COLLECTIONS', then clicking 'continue' under final users, and then entering the relevant WEEE registration number.

EXHIBIT G

DATA PRIVACY STATEMENT

CREWSIGHT and its Affiliates provides this Privacy Statement (hereafter, "Notice") in order to demonstrate CREWSIGHT's commitment to privacy. CREWSIGHT recognises the importance of safeguarding Personal Data. "Personal Data" means any information relating to an identified or identifiable natural person and shall be construed in accordance with Data Protection Legislation.

This Notice applies solely to information collected and processed by CREWSIGHT on behalf of the Customer and is included in the instructions given by the Customer being the controller of the processing of Personal Data.

Personal Data We PROCESS

CREWSIGHT collects, processes, and retains the following categories of personal data about End Users, on behalf of the Customer, via the Services:

- Name (Name, Surname)
- Employer details (Company name, registration number if applicable)
- Access events (e.g., clock in and clock out time, date, site)
- Location data (linked to access events, geofencing)
- Access groups (assigned access policies, groups - as determined by Controller etc)
- Unique identifiers (such as National ID or Passport number - as determined by Controller)
- Contact information (email, phone - as determined by Controller)
- Biometric Data (fingerprints and face recognition - as determined by Controller)
- Customer Specific fields (For example next of kin, employer number, right of work - as determined by Controller)
- Training information (for example, past trainings - as determined by Controller)
- Health and Safety records (training records, confirmations - as determined by Controller)
- Reports (Personal data included in reports - as determined by Controller)

CREWSIGHT collects, processes, and retains the following categories of personal data about End Users, on behalf of the Customer, from third party source as instructed by the Customer:

Only applicable for Sweden, Norway, Denmark and Finland:-

- ID06 information (Photo, number, working competences)
- Name (Name, Surname)
- Employer details (Company name, registration number if applicable)
- Unique identifiers (such as National ID or Passport number)

Only applicable for UK:-

- CSCS card information (Photo, number, working competences)
- Name (Name, Surname)

Reasons We Share Personal Data

CREWSIGHT will not disclose to a third party (except to its sub-processors) or use Personal Data other than as set forth in this Notice without first obtaining documented permission from Customer. CREWSIGHT does not sell Personal Data processed on behalf of the Customer to third parties.

CREWSIGHT shall however disclose Personal Data directly with a third party which on behalf of the Customer is storing an electronic personnel register as specifically instructed by the Customer.

Disclosure Required by Law

CREWSIGHT may cooperate with law enforcement agencies in identifying End Users committing illegal activities. Therefore, CREWSIGHT will respond to subpoenas, warrants, or other court orders regarding information concerning any End User. CREWSIGHT will, at CREWSIGHT's discretion, disclose information, including Personal Data, if CREWSIGHT reasonably believes that CREWSIGHT is required to do so by law, that such disclosure is necessary to protect CREWSIGHT from legal liability, or that CREWSIGHT should do so to protect the integrity of the Services. CREWSIGHT will inform Customer of that legal requirement before processing to the extent reasonably possible, unless the law prohibits such information.

How to Access & Control Personal Data

Upon request, CREWSIGHT will assist the Customer's account administrators for the Services with the fulfillment of the Customer's obligation to respond to End User's requests for access to Personal Data. If an End User wishes to request access to his or her Personal Data processed by CREWSIGHT on behalf of Customer, the End User should contact the Customer. The Customer has primary responsibility for interacting with End Users in relation to Personal Data processed on Customer's behalf, and the role of CREWSIGHT is generally limited to assisting the Customer as needed.

Data Security

CREWSIGHT will take reasonable steps to protect the Personal Data that CREWSIGHT collects from loss, misuse and unauthorized access, disclosure, alteration and destruction. CREWSIGHT trains employees on its Notice guidelines and makes the Notice available to its business partners. In addition, CREWSIGHT and its business partners enter into confidentiality agreements that require care and precautions be taken to prevent loss, misuse, or disclosure of Personal Data. Any service providers only use Personal Data to perform services on behalf of CREWSIGHT or its Affiliates. It is important for the Customer and End Users to protect against unauthorized access to their account access credentials and to their account, which holds Personal Data of the Customer and End User(s).

In addition, CREWSIGHT takes precautions to protect Personal Data processed by CREWSIGHT. CREWSIGHT uses industry-standard security measures, such as firewalls and encryption technology that are reasonably designed to safeguard the confidentiality of Personal Data. CREWSIGHT also periodically conducts security reviews and assessments. CREWSIGHT stores Personal Data on secured servers and only authorises access to certain authorised personnel.

Transfer of Personal Data

CREWSIGHT may transfer Personal Data to companies that help provide the Services. Transfers to third parties (for example, CREWSIGHT’s hosting providers) are covered by a sub-processing agreement with CREWSIGHT or its Affiliates. For additional information, please see the Clause titled “Data Security” above. Customer will be notified via email and/or a prominent notice on CREWSIGHT’s site or application of any change in uses of Personal Data, as well as any choices the Customer may have regarding Personal Data.

CREWSIGHT may also disclose Personal Data as set forth in the “Reasons we share Personal Data” and “Disclosures Required by Law” Clauses above.

DURATION OF PROCESSING

CREWSIGHT shall store the Personal Data as long as the Services are in use by the Customer and for a period of the current year for the ending of the use of the Services + two following calendar years. After such period, CREWSIGHT shall delete or render un-identifiable all Personal Data processed on Customer’s behalf unless otherwise required or permitted by law.

OBLIGATIONS UPON TERMINATION

After termination or expiry of Customer’s license to use the Services, CREWSIGHT shall delete or render un-identifiable all Personal Data processed on Customer’s behalf within the Services unless otherwise required or permitted by law.

Notice Changes

This Notice may be updated from time to time as Services change and expand. CREWSIGHT suggests that the Customer reviews the Notice periodically. If CREWSIGHT amends the Notice, the new Notice will apply to Personal Data previously collected by CREWSIGHT only insofar as the rights of the individual affected are not reduced.

Children's Privacy

CREWSIGHT recognizes the privacy interests of children and CREWSIGHT encourages parents and guardians to take an active role in their children's online activities and interests. The Services is not intended to be used by children under the age of 18. CREWSIGHT does not target its Services to children under 18.

EXHIBIT H

LIST OF SUB-PROCESSORS

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

3rd party Processors	Location
DigitalOcean LLC	United Kingdom
Hetzner Online GmbH	Germany
Amazon Data Services UK Limited	United Kingdom
Work Wallet Limited	United Kingdom

3rd party Processors (Sweden)	Location
Twilio, Inc.	United States of America
Localize	United States of America

ASSA ABLOY Group Processors	Location
Crewsight Systems Ltd	UK
ASSA ABLOY Global Solutions AB	Sweden
ASSA ABLOY AB	Sweden