## 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 these Terms, 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

Capitalized 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 anerviced 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 license 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



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Customer to use or benefit from the Products or Services as an end user.

1.17. "**End User License Agreement** (or **EULA**") 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. In the event of conflict between these Terms and the End User License Agreement, the latter shall govern with respect to the subject matter contained therein.

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 by ASSA ABLOY to Customer, as set forth in the applicable Agreement.

1.21. **"Installation Services"** means: (i) installation services purchased by End Customer 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, reissuances 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. **"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.

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

1.26. **"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.

1.27. **"Personal Data"** means any information relating to an identified or identifiable natural person and shall be construed in accordance with Applicable Data Protection Legislation.

1.28. **"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.

1.29. **"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.

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

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

1.32. **"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.

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

1.34. "**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.

1.35. "**Software Product"** means, subject to Clause 2, ASSA ABLOY's standard version of its proprietary software applications, APIs and modules, as further identified in the Agreement.

1.36. "**Special Categories of Personal Data**" means particular types of Personal Data that are subject to enhanced safeguards under various Applicable Data Protection Regulations due to their sensitive nature, such as health data, social security numbers, credit card numbers or driving licence details.

1.37. "**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.

1.38. "**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).

1.39. "**Taxes**" shall have the meaning set forth in Clause 5.6.

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



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## 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,



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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.

2.10. **ASSA ABLOY SDK and/or API USE.** Use of an API or SDK is subject to ASSA ABLOY's SDK License Agreement and other applicable terms and conditions.

## 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 fulfil 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. 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 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. **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.

5.3. **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.

5.4. **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.

5.5. **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



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Licenses to be consistent with the purchased Licenses, or ASSA ABLOY may charge Customer for payment for the excess usage, including retroactive use.

5.6. **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 lawful 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 Special Categories of Data including sensitive and Biometric Data is or will be processed, End Customer must ensure that any additional conditions and/or legal requirements for processing of this specific kind of Personal Data are met.

**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.

**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.

**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.

**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



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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; and (iii) shall notify the End Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the End Customer the opportunity to object to such changes within thirty (30) days from receipt of the notification, provided that if the End Customer objects to the changes and cannot demonstrate, to ASSA ABLOY's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Legislation, the End Customer shall indemnify ASSA ABLOY for any losses, damages, costs (including legal fees) and expenses incurred by ASSA ABLOY. For the avoidance of doubt, End Customer fully and explicitly consent. 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.

**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.

**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 two (2) years from the date of shipment. For Traka21 and KEYper (including MXi, MX, HC and LT) products, the warranty period is one (1) year. No credits or refunds will be given for Hardware that are returned incomplete or damaged. Customer shall bear all risk of loss during the shipment of items and Hardware returned



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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 installation and online commissioning must be commissioned by ASSA ABLOY certified technicians/installers applicable to 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.

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



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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).

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

The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable law, and the remedies set forth herein are the exclusive remedies for misrepresentation and breach of contract. If applicable law limits the application of this Clause 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; (h) Customer's violation of clause 11.2 and 11.3 or (i) 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,



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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 any 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, including but not limited to laws and regulations applicable to: (i) the import and export of the ASSA ABLOY Products and Services; (ii) the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other laws or regulations regarding corruption or bribery; or (iii) the use of deceptive or misleading practices. Without limiting the generality of the foregoing, Customer shall comply with all laws and regulations on data privacy, international communications, and the exportation of technical or personal data.

11.3. **Export and Import Controls.** Customer represents, warrants and undertakes that: (a) Customer and its Affiliates and agents shall comply with all economic sanctions and export control laws and regulations adopted and enforced by governmental authorities of the European Union, the United States, the United Kingdom, United Nations as well as any economic sanctions and export control laws and regulations adopted by other jurisdictions that are applicable to ASSA ABLOY or the Customer (b) neither the Customer, its Affiliates, any of its respective officers, directors or employees, End Customer, or downstream party, is listed, or is owned or controlled by any individual or entity listed in such laws, (c) the Customer will not engage in any business involving any such listed parties, (d) no Products, Services or other technology or items and any replica thereof will be used, resold, provided or transferred, in their entirety or in part, (i) for any military end-use or by any military end-user, including for any purpose in connection with chemical, biological or nuclear weapons, military items or by any national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organisations unless explicitly approved by ASSA ABLOY, (ii) to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under economic sanctions and export control laws and regulations applicable to the Customer) and (e) the Customer will immediately inform ASSA ABLOY of any breach of the foregoing. Any violation by the Customer of this Clause 11.3, shall constitute a material breach of an essential element of this Agreement, and ASSA ABLOY shall be entitled to seek appropriate remedies, including but not limited to damages and termination of this Agreement. Whenever reasonably requested by ASSA ABLOY, Customer will provide ASSA ABLOY with a written certificate, in a form acceptable to ASSA ABLOY, of continuing compliance with this Clause. In addition, ASSA ABLOY maintains the right to request and review records or other documents from Customer, to confirm



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Customer's compliance with the terms of this Clause. Customer shall cascade the contractual obligations set forth in this Clause 11.3 in contracts with third parties further down the commercial chain and set up and maintain adequate monitoring mechanisms to detect conduct by any third parties further down the commercial chain, that would frustrate the purpose of this clause.

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.** The governing law of these Terms or an Agreement, 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 determined as follows:

(a) Where ASSA ABLOY or signatory to the Agreement is located in the United States, Canada or any country in Central America or South America, these Terms shall be governed by laws of the state of New York excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods will not apply;

(b) Where ASSA ABLOY or signatory to the Agreement is located in England or Wales these Terms shall be governed by and construed in accordance with the laws of England and Wales excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods will not apply; and:

(c) Where ASSA ABLOY Affiliate or signatory to the Agreement is located outside of the areas outlined in Clauses 11.6 (a) or (b), these Terms shall be governed by and construed in accordance with the laws of Sweden, without giving effect to its provisions of choice of law. The provisions of the Sale of Goods Act (1990:931) (Sw. *köplagen* (1990:931)), the International Sale of Goods Act (1987:822) (Sw. *lagen om internationella köp* (1987:822)) and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

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 as follows:

(a) Where ASSA ABLOY or signatory to the Agreement is located in the United States, Canada or any country in Central America or South America disputes will be resolved under the American Arbitration Association (AAA) Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Dallas County, Texas. The language to be used in the arbitral proceedings shall be English;

(b) Where ASSA ABLOY or signatory to the Agreement is located in England or Wales disputes will be resolved under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Clause. (b) The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English;

(c) Where ASSA ABLOY or signatory to the Agreement is located outside of the areas outlined in Clauses 11.8 (a) and (b) disputes will be resolved under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"), which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

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



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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.



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## EXHIBIT A

## TRAKA TERMS & CONDITIONS OF SALE

For services and goods purchased from ASSA ABLOY Global Solutions Limited and all related legal entities.

Traka, a division of ASSA ABLOY and all of its current and future associated companies, subsidiaries and operating brands reserve the right to decline an order, in whole or in part, when the type or quantity of goods or credit worthiness of the Purchaser is not satisfactory to us in our sole and absolute discretion. Purchase Orders, Quotations ("Quote") requests, Acknowledgements or the like issued by the Purchaser that have contrary standard terms and conditions are not binding on Traka unless such terms and conditions are approved in a separate written agreement by Traka's authorized representatives. In the event of an acceptance of Purchaser's Purchase Order by Traka, the Purchaser agrees that such acceptance is solely conditioned on Purchaser's acceptance of the terms and conditions set forth in this instrument, regardless of the terms and conditions specified in the Purchaser's Purchase order. The terms and conditions in Purchaser's Purchase Order which conflict with terms and conditions of this instrument shall be disregarded and are hereby rejected, and this instrument shall constitute the entire agreement between Traka and the Purchaser. In the event that Traka does not enforce or require strict performance of any term or condition hereof, or of any other document, instrument or other agreement relating to goods sold, such lack of enforcement or requirement of strict performance will not waive, affect or diminish any right of Traka to enforce or require strict performance of such term or condition in the future.

**Prices:** All prices are subject to change without notice and are not guaranteed. All shipments will be made at prices in effect at the time of order acceptance and within the "valid until" period expires. Possession of price lists does not constitute an agreement to sell. Acknowledgements, invoices and quotations are on an "Errors and Omissions Excepted" basis (commonly referred to as E.O.E.). We reserve the right to correct clerical, stenographic and other obvious errors at any time.

**Quotations:** If Traka elects to offer a quote, such quote will be valid for sixty (60) days. Complete shipment of "ready to ship" orders must be accepted by Purchaser within 30 days from the date of issuance. If not accepted, Purchaser agrees to pay the entire balance due on that order, less professional services. The quote number must be referenced on the order.

**Terms of payment:** Payment terms are Net 30 days unless otherwise stated in writing. Payment for hardware is due upon build and shipment from Traka or any of its partners, any remaining balance due upon installation unless otherwise agreed in writing and subject to the terms and conditions of sale. Any orders over the approved credit limit will require the difference to be paid in full prior to shipping. Any single orders over $500,000 USD require 50% prepayment when PO is received. Any payments made via credit card are subject to a transaction processing fee of up to 3.5%. Any accounts that exceed 90 days delinquency will be put on account hold and will remain on hold and not eligible for technical support or to place new orders until debt is settled. Accounts more than 120 days delinquent may be referred to a collections agency, and customer shall be responsible for all collection costs, fees, and expenses incurred, up to the maximum amount allowable by law.

**Warranty Terms specific to Traka Products**: Traka products are provided with a 24-month warranty with normal wear and tear. For Traka21 and KEYper (including MXi, MX, HC and LT) products, the warranty period is one (1) year. During this warranty period we will provide parts & labor at no cost to repair any fault caused though manufacturing defect. Traka guarantees all products tested and working in accordance with customer requirements prior to shipment. Any neglect, "Acts of God", poor storage conditions or mishandling from the purchasing party or its affiliates is not covered under warranty. Anything not covered by carrier insurance is the responsibility of the purchasing party. Customer is required to cover travel and accommodations as may be applicable for Traka personal in order to service or replace a part under warranty.

Traka Touch Products out of warranty:
If a Traka Touch product is installed or serviced by a technician not certified through Traka training, then any applicable product warranty is voided. For Traka Touch products out of warranty, parts replaced under a service work order by a certified technician will have a 12-month part warranty from installation.

Where a legacy product is serviced by a Traka technician, a 12-month warranty or period until product EOL (end of life) if less than will apply to the replacement part and under standard warranty terms.
Where a Traka KeyCare or Planned Preventative Maintenance (PPM) contract exists, then extended or specific warranty terms may apply as detailed in the separate Traka KeyCare or PPM agreement.

If a part is replaced by a non-certified technician, then customer assumes all risk and warranty on the replacement part does not apply.



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**Professional Services:** Standard installation availability is Monday – Friday, excluding holidays, between the hours of 8:30am – 5:00pm local time, and not exceeding 8 hours in a single work day, with suitable breaks included. In the event an out-of-hours installation is required, additional costs are applicable at 1.5 times the standard hourly rate for the services required. Actual quoted costs will be based on out-of-hours installation requirements. Any changes or availability to site which vary from agreed upon schedule and the pre installation form requirements are billable at a (per day) published rate for onsite installation. Any changes or cancellations must be made with at least one week notice (7 calendar days) in writing prior to scheduled installation date or will be subject to a cancellation fee of $500 plus any cancellation or "no show" fees associated with rescheduling reservations. At 12 weeks from the hardware shipment date, Traka reserves the right to invoice 50% of the professional services. At 24 weeks, Traka reserves the right to invoice 100% of the professional services. This clause does not release Traka from its commitment to furnish the agreed-upon services from the applicable quote.

**Technical Support:** Standard technical support hours are Monday – Friday between the hours of 8:30am – 8:00pm EST. In the event after hours technical support is required to meet the needs of a specific customer case, and given technician availability solely at the discretion of Traka USA, LLC, additional costs may be applicable at a minimum published one half (1/2) day rate for remote support. Actual quoted costs will be based on service provided.

**Special Orders:** Custom or Special order solutions may be subject to extended lead times which are relative to the time required in obtaining the necessary information for order processing. Manufacturing lead time will begin once all information is received to process an order and has been approved and accepted by both parties. Locker orders that require manufacturing drawing sign-off by the customer before proceeding to production must be signed off within 90 days of drawing issue otherwise the project may be requoted at current pricing. Traka will use reasonable efforts to deliver products as estimated but makes no guarantee as to delivery dates and does not consider delivery delays as a valid reason of cancellation. Traka will not be liable for back charges incurred based on availability of materials or as a result of delays in delivery caused by insufficient information provided by end user. Traka will not be held responsible for delays in delivery caused by strikes, fires, floods or any other causes beyond our control, including the delivery of material to us. Under no circumstances shall Traka be liable or accountable for consequential damages due to failure of delivery. Unless your order specifies Terms & Conditions of Sale otherwise, partial shipments will be made on or after the scheduled delivery date.

**Terms of Shipment:** Carriers carry limited insurance. If the customer requires additional insurance coverage it must be agreed in writing by both parties. All claims for damage are the responsibility of the purchaser. Traka will assist the purchaser with documentation necessary to make a claim if requested to do so by the purchaser. Traka will ship via the best possible carrier. Any claims for shortages or damage to the carrier must be made by the customer directly to the carrier and are subject to their terms and conditions. Any project hardware builds held at a Traka storage facility for more than 30 days, will be billable to the customer at 100% of the hardware unless otherwise agreed.

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**EXHIBIT B**

The Data Privacy Notice is available at the following link: Privacy Notice | traka

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