

## GENERAL TERMS AND CONDITIONS

**THESE GENERAL TERMS AND CONDITIONS**, ("**Terms**"), govern the provision of Product, Software Product, Services, and SDK between ASSA ABLOY Global Solutions UK Limited trading as Traka or its Affiliate ("**Traka**" or "**we, us, our**"), and the customer specified in the applicable Order ("**Customer**"). Each of Traka and Customer may be referred to individually as a "**Party**" or, collectively as "**Parties**."

### 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 the Order and these Terms including any Attachments or Exhibits to them .
- 1.3. "**APIs**" means application programming interfaces.
- 1.4. "**Applicable Law**" means the following to the extent forming part of the law of the United Kingdom (or a part of the United Kingdom) as applicable to and binding on either Party or the Products, Software Product, SDK, and Services:
  - 1.4.1. any law, legislation, regulation, byelaw or subordinate legislation in force from time to time;
  - 1.4.2. the common law and laws of equity as applicable to the Parties from time to time;
  - 1.4.3. any binding court order, judgment or decree; or
  - 1.4.4. any applicable direction, policy, rule or order made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business.
- 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. "**Bespoke Product**" means a Product or Software Product built, developed or modified by Traka specifically for the Customer as set out in the Order.
- 1.7. "**Beta Test Agreement**" means Traka's beta test agreement that the Customer may enter into separately from this Agreement which contains the terms and provisions relevant to any beta testing period.
- 1.8. "**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 England.
- 1.9. "**Confidential Information**" means all information of a confidential nature, whether in oral, written, or electronic form and whether or not marked 'confidential' which a Party or any of its Affiliates directly or indirectly discloses or makes available to another Party or any of its Affiliates before, on or after the date of the Agreement including:
  - 1.9.1. The Documentation;
  - 1.9.2. Information relating to a Party's technology, know-how, trade secrets, Intellectual Property Rights, assets, finances, strategy, products, or customers; and
  - 1.9.3. Traka's or its Affiliates' data, drawings, audit findings, benchmark tests, specifications, algorithms, source code, object code, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, marketing and product development plans, forecasts, strategies and information, and any information disclosed by Traka hereunder or under an Agreement; and
  - 1.9.4. The terms and conditions of this Agreement.
- 1.10. "**Consulting Services**" means the services set out in the Order. "**Customer**" means the Customer named in the Order who is buying direct from Traka for its own internal use and not for resale.
- 1.11. "**Decommissioning Services**" means the decommissioning services relating to the Products, Software Product, and/or SDK as set out in the Order.
- 1.12. "**Documentation**" means the functional, technical and commercial information relating to the applicable Software Product, SDK, Product, or Service (if applicable), including service descriptions, statements of work and pricing, and any proprietary information or documentation made available to Customer by Traka for use in conjunction with the Software Product, SDK, Product, or Service, including any information available through the Software Product, SDK, Product, or Service.
- 1.13. "**Economic Sanctions and Export Control Laws**" means all economic sanctions and export control laws, regulations, rules or restrictive measures, including but not limited to import and export restrictions on materials and items, adopted and enforced by governmental authorities of the

- EU, UK, UN or US or any other relevant governmental or regulatory authority, applicable to ASSA ABLOY or Customer.
- 1.14. **"Effective Date"** means the date on which the Agreement is fully executed by Traka and Customer.
- 1.15. **"Embedded Software"** means any software component embedded in the Product.
- 1.16. **"End Customer"** means, either (i) a Customer where Customer contracts with Traka under these Terms for the supply of Product, Software Product, SDK, and/or Services for its own internal use and not for resale and/or (as applicable) (ii) a customer purchasing Products, Software Product, SDK, and/or Services from a Reseller for such customer's internal use and not for resale.
- 1.17. **"End User"** means Customer's or End-Customer's employee, contractor, worker, or other individual that is authorised by Customer or End-Customer to access or use the Products, Software Product, SDK, or Services as an end user.
- 1.18. **"EULA"** means Traka's applicable end user licence agreement relating to the End Customer's use of the Embedded Software or Software Product on a licence basis, as may be amended from time to time by Traka.
- 1.19. **"Exhibit"** means a document which is referenced in the Agreement and appended to it.
- 1.20. **"Fee"** shall mean the sums payable for the Products, Software Product, SDK, and/or Services as set out in the Order or as otherwise due under the Agreement.
- 1.21. **"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 but excluding Customer's inability to pay or circumstances resulting in Customer's inability to pay.
- 1.22. **"Implementation Services"** means the services relating to the implementation and installation of Products and/or Software Product as set out in the Order.
- 1.23. **"Initial Period"** means a period of 12 months unless otherwise specified in the Order.
- 1.24. **"In Product Data"** has the definition given to it in Exhibit C.
- 1.25. **"Installation Services"** means installation services relating to Products as set out in the Order.
- 1.26. **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, right in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and right to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.27. **"Licence"** means a licence or right to use the Software Product, Embedded Software, or SDK for internal purposes only on a licence or SaaS basis on the terms set out in the EULA, the SDK Licence or SaaS Agreement during the term of the Licence.
- 1.28. **"Licence Period"** means the Initial Period and any renewal period entered into pursuant to clause 15.1.2.
- 1.29. **"Listed Person"** means individuals and entities listed, or parties that are owned or controlled by one or more individuals or entities listed, in Economic Sanctions and Export Control Laws.
- 1.30. **"Military End-Use"** means use of Products, in their entirety or in part, 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.
- 1.31. **"Order"** means Customer's order for the Products, Software Product, and/or Services (i) placed on these Terms by Customer against the Price List; or (ii) by way of Customer's purchase order requesting the Products, Software Product, and/or Services as set out in Traka's Quotation and accepted by Traka in accordance with clause 3.4.
- 1.32. **"Price List"** means Traka's price list issued to Customer by Traka from time to time.
- 1.33. **"Product"** means tangible deliverables, including but not limited to, hardware, or other goods manufactured or supplied by Traka to Customer as set out in the Order (including Bespoke Product) but expressly excluding Services, Software Product, and SDK.
- 1.34. **"Product Specific Terms"** means the terms specific to Product, Software Product, SDK and/or Services as set out in Exhibit A.
- 1.35. **"Professional Services"** means Installation Services, Implementation Services, Training

Services, Consulting Services, and/or any other services provided to Customer which are not Support Services or Decommissioning Services by or on behalf of Traka.

- 1.36. **"Quotation"** means a quotation issued by Traka for any of the Products, Software Product, SDK, or Services.
- 1.37. **"Renewal Services"** means the Services specified as such in the Order.
- 1.38. **"Reseller"** means a reseller of Products, Software Product, SDK, and/or Services which is party to a Reseller Agreement with Traka.
- 1.39. **"Reseller Agreement"** means Traka's reseller agreement that a Customer must enter into separately from this Agreement if they are a reseller and which contains the terms and provisions relevant to any reseller.
- 1.40. **"Restrictions"** means the restrictions set out in clause 4.3
- 1.41. **"SaaS Agreement"** means Traka's standard SaaS Agreement relating to use of the Software Product on a SaaS basis, as may be amended from time to time by Traka, or displayed to the End User or End Customer when accessing and using the Software Product on a SaaS basis.
- 1.42. **"SDK Licence Agreement"** means Traka's standard licence of the SDK in object code format as may be amended from time to time by Traka, or displayed to the End User or End Customer when accessing and using the SDK.
- 1.43. **"Service(s)"** shall mean Professional Services, Support Services, and/or Decommissioning Services, supplied by or on behalf of Traka to Customer and as set out in the Order.
- 1.44. **"Software Product"** means, subject to clause 2, Traka's proprietary software applications, APIs and modules (including the Embedded Software) provided by Traka as set out in the Order or where the software is Embedded Software where the relevant Product is set out in the Order but excluding the SDK.
- 1.45. **"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 Traka.
- 1.46. **"Software Development Kit"** (or **"SDK"**) means Traka's standard software development kit (in object code format) provided by Traka as set out in the Order. **"Special Terms"** means any special terms set out in an Order.
- 1.47. **"Special Terms"** has the meaning given to it in clause 2.2.1.
- 1.48. **"Support Services"** means the maintenance and support services provided by or on behalf of

Traka in respect of the Product and/or Embedded Software (but expressly excluding Third Party Functionality and any open source software and SDK) as set out in clause 5.2 and Exhibit B. For the avoidance of doubt, any support services in respect of the SDK shall be set out in the SDK Licence Agreement.

- 1.49. **"Taxes"** shall have the meaning set out in clause 7.8.
- 1.50. **"Training Services"** shall mean training services as set out in the Order.
- 1.51. **"Trial Access Agreement"** means Traka's trial access agreement that the Customer may enter into separately from this Agreement which contains the terms and provisions relevant to any trial access period.
- 1.52. **"Warranty Period"** shall mean the period running to the earlier of: a) 12 months from completion of installation by Traka; b) 12 months from delivery to the Customer for Products not requiring installation by Traka; or c) 18 months from delivery to the Customer (or the Customer's appointed recipient) for Products requiring installation by Traka.

## 2. INTERPRETATION

- 2.1. In these Terms, unless the context requires otherwise:
  - 2.1.1. any clause, schedule or other headings are included for convenience only and shall have no effect on the interpretation of these Terms;
  - 2.1.2. words in the singular include the plural and vice versa;
  - 2.1.3. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - 2.1.4. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form including email;
  - 2.1.5. a reference to legislation is a reference to that legislation as in force at the date of the Agreement and includes all subordinate legislation made as at the date of the Agreement under that legislation;
  - 2.1.6. a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal

status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction; and

- 2.1.7. any reference to “procure” or “ensure” shall create a primary obligation and not a secondary obligation or guarantee.

2.2. In the event of any inconsistency between different parts of this Agreement, the following descending order of priority applies:

- 2.2.1. any special terms set out in the Order (“**Special Terms**”) but only if the Order has been signed by an authorised signatory of both parties;
- 2.2.2. the main body of these Terms;
- 2.2.3. the Exhibits;
- 2.2.4. any Attachments; and
- 2.2.5. the Order.

2.3. In the event of conflict between these Terms and the EULA or SaaS Agreement, the EULA or SaaS Agreement shall govern with respect to the subject matter contained therein.

### 3. BASIS OF AGREEMENT

- 3.1. Traka may issue Quotations to Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Products, Software Product, SDK, and/or Services and are incapable of being accepted by the Customer.
- 3.2. The Customer shall confirm whether it wishes to proceed with a Quotation and place an Order within 20 Business Days (unless a different validity period is specified in such Quotation) from its date of issue.
- 3.3. Each Order by the Customer to Traka shall be an offer to purchase the Products, Software Product, and/or Services subject to the Agreement including these Terms.
- 3.4. Traka may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Products or Software Product, or to perform any Services shall arise until the earlier of (a) Traka’s written acceptance of the Order, or (b) Traka delivering the Products or Software Product or performing the Services or notifying Customer that they are ready to be delivered or performed (as the case may be).
- 3.5. These Terms apply to the Agreement to the exclusion of any other terms that Customer seeks to impose or incorporate or which are implied by law, trade custom, practice, or course of dealing. No terms or conditions endorsed on, delivered with, or contained in Customer’s purchase conditions,

order, confirmation of order, specification, or other document shall form part of the Agreement.

- 3.6. A binding agreement to supply the Products, Software Product, SDK, and/or Services shall be made between the Parties if an Order (as defined above) is accepted by Traka. Each Order shall form an individual contract entered into between Traka and Customer.
- 3.7. Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Customer that is inconsistent with these Terms.
- 3.8. Any samples, drawings, descriptive matter, or advertising produced by Traka and any descriptions or illustrations contained in Traka’s catalogues, brochures, website, or other marketing materials are produced for the sole purpose of giving an approximate idea of the Products, Software Product, SDK, and/or Services referred to in them. They shall not form part of the Agreement nor have any contractual force.
- 3.9. A Quotation shall only be valid for a period of 20 Business Days (unless a different validity period is specified in such Quotation) from its date of issue.
- 3.10. If a Reseller purports to place an order on these Terms, then these Terms shall not apply and Traka’s Products, Software Product, SDK, and/or Services shall be supplied to the Reseller on the terms and conditions set out in a Reseller Agreement between the Reseller and Traka and not these Terms.
- 3.11. Where Traka is supplying Software Product to Customer, Customer shall, in addition to these Terms, accept and be bound by the applicable EULA and/or SaaS Agreement (as appropriate) and Customer shall, where applicable, ensure that its Affiliates, agents, contractors, and employees accept and be bound by the applicable EULA and/or SaaS Agreement (as appropriate).
- 3.12. Where Traka is supplying SDK to a Customer, Customer shall, in addition to these Terms, accept and be bound by the SDK Licence Agreement and Customer shall, where applicable, ensure that its Affiliates, agents, contractors, and employees accept and be bound by the SDK Licence Agreement.
- 3.13. The Product Specific Terms shall apply to the Product, Software Product, SDK and/or Services (as applicable).

### 4. SUPPLY AND DELIVERY OF PRODUCTS AND/OR BESPOKE PRODUCTS

#### 4.1. Bespoke Product

- 4.1.1. If Traka is supplying Bespoke Product to the Customer:

- 4.1.1.1. Traka shall as soon as reasonably practicable following the Effective Date provide the Customer with engineering drawings and/or documentation (as applicable) for the Bespoke Product for inspection and approval.
- 4.1.1.2. Traka shall not begin to manufacture or develop the Bespoke Product until the Customer has approved the engineering drawings and/or documentation (such approval not to be unreasonably withheld or delayed).
- 4.1.1.3. In the event that the Customer does not approve the engineering drawings and/or documentation pursuant to clause 4.1.1.1, the Customer shall provide the reasons for withholding such approval. Traka shall make such reasonable changes to the engineering drawings and/or documentation to accommodate the Customer's reasons for withholding approval and shall provide amended engineering drawings and/or documentation to the Customer for its approval. This process shall be repeated until the Customer has approved the engineering drawings and/or documentation.
- 4.1.1.4. The approval by the Customer given pursuant to clause 4.1.1.2 or 4.1.1.3 shall constitute irrevocable confirmation that the Bespoke Product which is produced or developed in substantial conformity with the engineering drawings and/or documentation shall satisfy the Customer's requirements.

## 4.2. Shipping, Delivery and Storage of Products.

- 4.2.1. Traka may deliver the Products by instalments. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.
- 4.2.2. All Product shipments and delivery terms are Ex Works (EXW) (Incoterms 2020) unless otherwise expressly specified in the Order. All freight and shipping costs are the responsibility of Customer unless otherwise specified in the Order.
- 4.2.3. If Traka expressly agrees to deliver the Products in any way other than as set out in clause 4.2.2 above any freight and shipping costs offered by Traka are estimates only and subject to change

unless otherwise stated in the Order and the Products shall be deemed to have been delivered on arrival of the Products at the location specified on the Order.

- 4.2.4. Customer shall take delivery of the Products on an agreed date within five (5) Business Days of Traka notifying Customer that the Products are available for delivery.
- 4.2.5. If Customer fails to take delivery from Traka on the agreed date pursuant to clause 4.2.4, delivery of the Products shall be deemed to have been completed at 9am on the agreed delivery date, any remaining Fee owed by Customer shall be due and payable in accordance with the original payment schedule, and Traka shall store the Products until actual delivery takes place or Traka resells the Products pursuant to clause 4.2.6. Any and all risks associated with the Product (or parts) to be delivered, shall be solely borne by Customer and all shipping and storage costs incurred by Traka due to Customer's delay or failure to accept delivery shall be fully reimbursed by Customer.
- 4.2.6. If ten (10) Business Days after the day on which Customer agreed to take delivery of the Products, Customer has not taken delivery of them, Traka may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge Customer for any shortfall below the Fee for the Products.
- 4.2.7. Customer is solely responsible for providing a suitable safe and secure storage location for the Products at all times. Traka shall have no liability for any loss, damage or any other adverse consequence to Products arising from or in connection with Customer failing to store the Products in a suitable safe and secure location.

- 4.3. **Restrictions.** Customer may not resell any Products, Software Product, SDK, or Services to third parties, including but not limited to Affiliates without prior written consent from Traka. If Customer is a Reseller then the Reseller Agreement between Customer and Traka shall apply rather than these Terms. The term "resell", or "resale" shall include any resale, lease, licence, sublicense or other transfer or delivery of any Products, Software Product, SDK, or Services.

## 5. PERFORMANCE OF SERVICES

- 5.1. Traka shall use its reasonable endeavours to perform the Services in accordance with the Order



and Exhibit A and/or any Special Terms set out in the Order (if relevant).

- 5.2. Traka shall use its reasonable endeavours to provide the Support Services in accordance with Exhibit B and/or any Special Terms set out in the Order (if relevant).

## 6. CANCELLATIONS

- 6.1. Customer does not have any contractual right to cancel an Order. Customer may request to cancel an Order no later than sixty (60) days prior to the date scheduled for Customer to take delivery of the Products, or for the Software Product or SDK to be delivered or made available, or the performance date of the Services. Traka is not obliged to accept any cancellation of an Order. Should Traka, in its absolute discretion, accept any cancellation it shall be entitled to charge Customer for all costs incurred including all costs arising out of the cancellation of the Order plus an additional 10% cancellation fee.

## 7. PAYMENTS, FEES, RECORDS AND TAXES

### 7.1. Fee.

- 7.1.1. The price of the Products, Software Product, SDK, and/or Services shall be the Fee set out in the Order, or, if no Fee is quoted in the Order, the price set out in Traka's published price list in force as at the date of delivery.

- 7.1.2. Traka may, by giving notice to Customer at any time before delivery, increase the price of the Products, Software Product, SDK, and/or Services to reflect any increase in cost due to:

- (a) any request by Customer to change the delivery date(s), quantities or types of Products, Software Product, SDK, and/or Services ordered, or their description or specification; or
- (b) any delay caused by any instructions of Customer or failure of Customer to give Traka adequate or accurate information or instructions.

- 7.1.3. Traka may invoice Customer at any time after the Order has been accepted.

### 7.2. Payments Generally.

- 7.2.1. Where specified in the Order, Customer may be required to pay a deposit prior to delivery/shipment/installation/performance/making access available in respect of the Products, Software Product, SDK, and/or Services.

- 7.2.2. All payments are due and payable in full within thirty (30) days from the date of Traka's invoice in cleared funds to a bank account nominated in writing by Traka unless otherwise specified in the Order. All payments are non-refundable and non-creditable. Time for payment shall be of the essence of the Agreement.

- 7.2.3. Traka does not accept "pay when paid" or payment conditions, and payment is due to Traka regardless of any receipt of funds/monies from a third party.

- 7.2.4. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, or deduction.

- 7.3. **Delivery Fees.** Fees are stated exclusive of delivery charges which if Traka agree to deliver the Products in accordance with clause 4.2.2 will be invoiced in addition.

- 7.4. **Travel and Other Expenses.** Travel and other expenses incurred by Traka which are directly related to the Products, Software Product, SDK, and/or Services are payable by Customer and will be invoiced in addition to the Fees.

- 7.5. **Late Payments; Default interest.** If Customer fails to make a payment due to Traka under the Agreement by the due date, then, without limiting Traka's other remedies hereunder, Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue at the statutory rate of interest on late payment of debts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, and shall accrue on a daily basis.

- 7.6. **Suspension.** If any amount owing by Customer under the Agreement is thirty (30) or more days overdue, or if Customer breaches the Restrictions or is otherwise in breach of the Agreement, Traka may, without limiting its other rights and remedies, suspend the provision of Products, Software Product, SDK, and/or Services to Customer until such amount is paid in full or, as applicable, Customer remedies its breach of the Restrictions or the Agreement.

- 7.7. **Records and Audit Rights.** Traka reserves the right to run usage reports against Customer's system(s) for the sole purpose of determining Customer's number of active users or usage of Software Product, SDK, Product items, peripherals or other items or things for which Customer needs a Licence ("**Required Licences**"). Where the number of Required Licences exceed the number of purchased Licences under the Agreement, Traka shall either notify Customer, who shall within ten (10) Business Days, reduce the Required Licences to be consistent with the purchased Licences, or Traka may charge Customer for payment for the excess usage, including retrospective use.

7.8. **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, Software Product, SDK, and/or Services including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("**Taxes**"). If Traka is required to collect any Taxes, such Taxes will be itemised separately on the invoice. Traka will accept a valid Tax exemption certificate from Customer, if applicable. If a Tax exemption certificate previously accepted from Customer is not recognised by the relevant governmental taxing authority, Customer agrees to promptly reimburse Traka for any Taxes covered by such exemption certificate which Traka is required to pay.

## 8. SOFTWARE PRODUCT AND SDK

- 8.1. **Software Licences.** Customer acknowledges and accepts that the terms relating to the installation and use of any Software Product by Customer on a licence basis shall be set out in the EULA .
- 8.2. **SaaS Agreement.** Customer acknowledges and accepts that terms relating to the installation and use of any Software Product by Customer on a SaaS basis shall be set out in the SaaS Agreement.
- 8.3. **TRAKA SDK and/or API USE.** Customer acknowledges and accepts that the terms relating to the installation and use of an API or SDK by Customer is set out in the SDK Licence Agreement.
- 8.4. **Third Party Applications.** The Products, Software Product, SDK, and/or Services 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 EULA, the SaaS Agreement, on the third party's terms, or as otherwise expressly set out in the Agreement (as applicable).
- 8.5. **Open Source Software.** Notwithstanding the foregoing, all open source software provided by Traka shall be subject to the applicable open source software license.
- 8.6. **Beta Services.** Traka may, from time to time make beta software available to Customer. Such software will be made available to Customer on the terms of a Beta Test Agreement and Customer shall be required to accept the terms of the Beta Test Agreement.
- 8.7. **Trial Access.** Traka may, from time to time make Software Product or SDK available to Customer on a trial basis. Such software may be made available to Customer on the standard terms relating to such Software Product or SDK or a Trial Access Agreement and Customer shall be required to

accept the terms of the applicable agreement in order to be given access to such Software Product.

## 9. TITLE AND RISK

- 9.1. The risk in the Products shall pass to Customer on the earlier of the carrier signing the bill of lading relating to the Products or delivery in accordance with clause 4.2.
- 9.2. Title to the Products shall not pass to Customer until Traka receives payment in full (in cash or cleared funds) for the Products.
- 9.3. Until title to the Products has passed to Customer, Customer shall:
- 9.3.1. store the Products separately from all other products or items held by Customer so that they remain readily identifiable as Traka's property;
  - 9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
  - 9.3.3. maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 9.3.4. notify Traka immediately if it becomes subject to any of the events listed in clause 15.2; and
  - 9.3.5. give Traka such information as Traka may reasonably require from time to time relating to the Products and the ongoing financial position of Customer.
- 9.4. At any time before title to the Products passes to Customer, Traka may require Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Products are stored in order to recover them.

## 10. DATA PROTECTION

- 10.1. Each Party agrees that, in performance of their respective obligations under this Agreement, it shall comply with the provisions of Exhibit C.

## 11. WARRANTIES

- 11.1. Traka provides both contractual guarantees (via the warranties set out below in clause 11.2) and Support Services (as set out in Exhibit B) in relation to its Products, Software Product, SDK, and Services.
- 11.2. **Warranties.** Traka warrants to the Customer as follows (subject to clauses 11.5 and 11.9):

11.2.1. **Services.** Traka warrants that the Services shall be performed with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982.

11.2.2. **Products.** Traka warrants that for the duration of the Warranty Period the Products:

11.2.2.1. will be free from material defects in materials and workmanship;

11.2.2.2. will be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

11.2.2.3. will substantially conform to the applicable Documentation except for Bespoke Product which will instead substantially conform to the engineering drawings and/or documentation approved by the Customer pursuant to clause 4.1.1.2 or 4.1.1.3.

11.2.3. **Software Product and SDK.** Any warranties and remedies relating to the Software Product and/or SDK shall be set out in the EULA, the SaaS Agreement, the Beta Test Agreement, the Trial Access Agreement, and/or the SDK Licence Agreement (as applicable).

11.3. **Remedies.** Provided that Customer complies with the procedure and requirements for making a warranty claim set out in clause 11.4 the following remedies will apply to a breach of the warranties in clauses 11.2 above:

11.3.1. Traka's sole and exclusive obligation and Customer's sole and exclusive remedy for a breach of the warranty relating to Services set out in clause 11.2.1 shall be for Traka to use its commercially reasonable efforts to reperform the non-conforming part of the Services.

11.3.2. Traka's sole and exclusive obligation and Customer's sole and exclusive remedy for a breach of the warranties relating to the Products set out in clause 11.2 is for Traka to use its commercially reasonable efforts to repair, replace or provide a reasonable workaround for the defective and/or nonconforming Product or part of the Product

11.3.3. If Traka is unable to resolve any breach of warranty by providing the remedies set out in clauses 11.3.1 and 11.3.2 it may in its entire discretion refund any sums paid by the Customer for any defective and/or non-conforming Products or Services.

11.3.4. Customer acknowledges that Traka shall not be required to reperform any services or carry out any repairs of Products at a specific site but may, at its discretion, elect to do so.

11.3.5. If required by Traka, Customer shall be responsible for removing and reinstalling all the parts or components of the Products to be repaired or replaced pursuant to clause 11.3.2.

#### 11.4. **Warranty Claim Procedure.**

11.4.1. Any remedies to be provided by Traka in accordance with clause 11.1 shall be conditional on Customer:

11.4.1.1. Giving notice in writing to Traka within the Warranty Period and within a reasonable time of discovery that the Products or Services do not comply with the warranties set out in clause 11;

11.4.1.2. Describing in reasonable detail the specific nature of the defect or non-conformity of the Product or Services;

11.4.1.3. Giving Traka reasonable opportunity to examine the Products or results of the Services; and/or

11.4.1.4. Returning the Products to Traka at the cost of the Customer if requested to do so by Traka. Customer shall bear all risk of loss during the shipment of Products or parts thereof returned to Traka for the purpose of carrying out any warranty repairs. Customer shall be solely responsible for obtaining appropriate insurance.

#### 11.5. **Warranty exclusions:**

11.5.1. Traka shall not be liable for any failure of the Products to comply with the warranty in clause 11.2.2 where Products that require online commissioning have not been commissioned by Traka certified technicians/installers for the type of product being installed.

11.5.2. The warranties set out in 11.2 do not apply to:

a. Products installed and operated in a location other than the British mainland (England, Scotland and Wales);

b. 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; or
  - c. claims arising from failure to charge or exchange batteries in a timely manner; or
  - d. cosmetic damage, unless failure has occurred due to a defect in materials or workmanship; or
  - e. defects, damage, failures, or malfunctions caused by use with components or products other than as specified in the applicable Documentation or a third party component or product; or
  - f. defects, damage, failures, or malfunctions caused by negligence, accident, abuse, or misuse/misapplication by Customer; or
  - g. defects, damage, failures, or malfunctions caused by fire, liquid contact, or other external cause; or
  - h. Force Majeure; or
  - i. defects, damage, failures, or malfunctions caused by services (including upgrades, expansions, alterations, modifications or adaptations) performed by anyone who is not an authorised representative of Traka or a Traka authorised technician; or
  - j. defects, damage, failures, or malfunctions caused by any accident, act of nature, environmental conditions, unusual physical, electrical or electromagnetic stress or by any other cause external to the Products or otherwise beyond Traka's reasonable control; or
  - k. defects, damage, failures or malfunctions caused by criminal activity or in violation of any applicable regulations; or
  - l. defects, damage, failures, or malfunctions caused by any combination or interfacing of the Products with other products or services; or
  - m. defects caused by normal wear and tear or otherwise due to the normal aging of the Product.
- 11.5.3. Traka shall not be liable for the Products failure to comply with the warranty set out in 11.2 if:
- 11.5.3.1. Customer makes any further use of such Products after it knew or should reasonably have known that there was a defect;
  - 11.5.3.2. the defect, damage, failure, or malfunction arises because Customer failed to follow Traka's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Products, or (if there are none) good trade practice regarding the same;
  - 11.5.3.3. the defect, damage, failure, or malfunction arises as a result of Traka following any drawing, design, or specification supplied by Customer;
  - 11.5.3.4. the defect, damage, failure or malfunction arises because a Bespoke Product manufactured or developed in accordance with the engineering drawings and/or documentation approved by the Customer pursuant to clause 4.1.1.2 or 4.1.1.3 is not suitable for Customer's requirements or purposes.
  - 11.5.3.5. Customer alters or repairs the Products without the written consent of Traka;
  - 11.5.3.6. Customer uses the Products other than in accordance with the Documentation or the engineering drawings and/or documentation approved by the Customer pursuant to clause 4.1.1.2 or 4.1.1.3;
  - 11.5.3.7. the defect, damage, failure, or malfunction arises as a result of wilful damage, negligence, or abnormal storage, or working conditions; or
  - 11.5.3.8. the Products differ from the Documentation or the engineering drawings and/or documentation approved by the Customer pursuant to clause 4.1.1.2 or 4.1.1.3 as a result of changes made to ensure they comply with Applicable Law.
- 11.6. **Affiliate Agreements.** Where Traka supplies Products to any Affiliate for resale by the Affiliate then the parties shall enter into a Reseller Agreement and the warranties shall be set out in such Reseller Agreement.
- 11.7. **Reseller Agreements.** Where the Customer is a Reseller any warranties shall be set out in the Reseller Agreement.

11.8. **End Customers.** Any warranties relating to end customers purchasing through a Reseller shall be as set out in their agreement with the applicable Reseller. Traka does not accept warranty claims directly from end customers that purchase from a Reseller.

11.9. **Disclaimer of Warranties.**

11.9.1. Except as provided for in these Terms and to the maximum extent permitted under Applicable Laws, Traka 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 including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 12 to 16 of the Supply of Goods and Services Act 1982.

11.9.2. Traka does not warrant that the Products or Services meet Customer's requirements, that their operation will be uninterrupted, error-free, without downtime, or that defects will be corrected. Furthermore, Traka does not warrant or make any representation regarding the performance or the results obtained from the Products or Services in terms of their correctness, accuracy, reliability, or otherwise.

11.10. **Documentation:** Traka reserves the right to amend the Documentation from time to time.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. The Customer acknowledges that no agreement with Traka constitutes a sale of the Software Product, SDK, other software or any portion of it. Traka and its licensors retain all right, title and interest in the Intellectual Property Rights of the Software Product, SDK, and any other applicable software. All rights not expressly granted under such agreements are reserved by Traka and its licensors. There are no implied rights.

12.2. To the extent that Customer requests that the description or specification of the Products is amended or that the Products are to be manufactured in accordance with a specification or requirements supplied by Customer, Customer shall indemnify and keep indemnified Traka against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Traka in connection with any claim made against Traka for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Traka's use of the specification. This clause 12 shall survive termination of the Contract.

## 13. LIMITATION OF LIABILITY.

13.1. The clause sets out the extent of Traka's liability under or in connection with this Agreement regardless of whether such liability arises in tort (including negligence), contract, misrepresentation, restitution, breach of statutory duty or in any other way.

13.2. The Parties agree that the limitations in this clause 13 are reasonable given each Party's respective commercial position and their ability to obtain insurance in respect of the risks arising under or in connection with this Agreement.

13.3. Notwithstanding any other provision of this Agreement, Traka's liability shall not be limited in any way in respect of the following:

13.3.1. death or personal injury caused by negligence;

13.3.2. fraud or fraudulent misrepresentation;

13.3.3. breach of terms implied by section 12 of the Sale of Goods Act 1979 ; and

13.3.4. breach of terms implied by section 2 of the Sale of Goods and Services Act 1982

13.3.5. any other losses which cannot be excluded or limited by Applicable Law;

13.4. Subject to clause 13.3, Traka's total aggregate liability shall not exceed the sum of 125% of the total Fee paid by Customer under the Agreement.

13.5. Subject to clause 13.3, Traka shall not be liable for consequential, indirect, or special losses.

13.6. Subject to clause 13.3, Traka shall not be liable for any of the following (whether direct or indirect):

13.6.1. loss of profit;

13.6.2. loss of revenue;

13.6.3. loss of use of data;

13.6.4. loss of use;

13.6.5. loss of production;

13.6.6. loss of contract;

13.6.7. loss of commercial opportunity;

13.6.8. loss of savings, discount or rebate (whether actual or anticipated);

13.6.9. harm to reputation or loss of goodwill;

13.6.10. loss of business; and

13.6.11. wasted expenditure.

## 14. INDEMNIFICATION

14.1. **Indemnification General.** Without prejudice to any other right or remedy, Customer shall indemnify, keep indemnified and hold Traka, its Affiliates, officers, directors, third party licensors,

and employees, harmless from and against any and all against all legal costs, costs and expenses, losses, claims, proceedings, demands, actions, liabilities, damages and any other adverse effects suffered by Traka and its Affiliates that arise from or in connection with:

- 14.1.1. Customer's negligent acts or omissions relating to the Products, Services, or their obligations under the Agreement and the Agreement generally;
- 14.1.2. Any alterations or modifications to the Products or Services made by or on behalf of Customer;
  - 14.1.2.1. Any infringement of third party Intellectual Property Rights arising as a result of the combination of the Products and/or Services with products, services, or materials not provided or authorised in writing by Traka where the infringement would not have occurred but for Customer's combination of such products, services, or materials;
  - 14.1.2.2. Customer's wilful misconduct or unauthorised use of Products or Services;
  - 14.1.2.3. any violation by Customer of third party rights including but not limited to privacy and data protection rights or breach of clause 12.2;
  - 14.1.2.4. from Customer's use of or submission of Agreement Data (as defined in Exhibit D) through the Service;
  - 14.1.2.5. Customer's violation of Applicable Law; and
  - 14.1.2.6. Customer's violation of clause 17.2 and 17.3.

## 15. TERM AND TERMINATION

### 15.1. Term.

- 15.1.1. The Agreement shall commence on the Effective Date and shall continue until it terminates or expires in accordance with this clause 15.
- 15.1.2. Unless otherwise specified in the Order the Licence Period of the Software Product and SDK, shall commence on the date set out in the Order for the Initial Period and then renew annually unless either party gives written notice not to renew in accordance with clause 15.1.4.
- 15.1.3. Unless otherwise specified in the Order the Renewal Services, shall commence on the date set out in the Order for the Initial

Period, and renew annually unless either party gives written notice not to renew in accordance with clause 15.1.4.

- 15.1.4. Either Party may choose not to renew the Software Product or SDK licence, or Renewal Services by giving written notice of their intent not to renew at least 90 days prior to the end of the Initial Period or any anniversary of it. Any such notice must be given in accordance with these Terms. No such automatic renewal shall occur at any time following the termination of the Agreement in accordance with these Terms.

- 15.2. **Termination of Agreement by TRAKA.** Traka may terminate the Agreement by written notice to Customer in the event of a Customer 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 where the breach is remediable has been given written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice; (iii) immediately if the Customer breaches any of its obligations under clause 17.3; or (iv) immediately if Customer ceases all or a significant part of its business or indicates in any way that it intends to do so or is unable to pay its debts, has a receiver or administrator appointed over any of its assets, undertaking or income, becomes subject to a company voluntary arrangement, winding-up petition, moratorium, restructuring plan or scheme of arrangement, or goes into liquidation, including in each case any analogous procedure in any jurisdiction. Without limiting Traka's other rights hereunder or in an Agreement, if Traka terminates the Agreement pursuant to this clause 15.2, Customer will immediately pay any unpaid fees covering the remainder of the current Term.

### 15.3. Termination of Agreement by Customer.

- 15.3.1. Customer may terminate the Agreement by written notice in the event that TRAKA materially breaches any of its obligations under the Agreement having been given prior written notice of such default, which if remediable it has not corrected within thirty (30) days of the date of the notice.
- 15.3.2. Expiration of the Agreement or termination of the Agreement by Customer will not terminate any outstanding Orders, and the terms of the Agreement shall continue for the duration required to fulfil any such Orders.

15.4. **Effect of Termination.** Upon any expiry or termination of the Agreement, all rights granted to Customer under the Agreement will immediately cease and Customer shall cease using the Software Product, SDK, and licensed Services, and Customer shall destroy all copies of the Documentation and any related materials in any form. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect following expiry or termination.

## 16. CONFIDENTIALITY

16.1. **Confidentiality.** Each Party agrees at all times to not disclose the other Party's Confidential Information to any third party and to maintain and protect the other Party's 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.

16.2. Except as expressly provided in an Agreement, Confidential Information may be disclosed only to a Party's employees or contractors obligated to that Party under similar confidentiality restrictions and only for the purposes for which it was provided.

16.3. These obligations in clause 16 do not apply to Confidential Information which: (a) is rightfully obtained by a Party without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Party; (c) a Party develops independently without using Confidential Information of the other Party; 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 the disclosing Party has given the other Party prior written notice and provides reasonable assistance so as to afford it the opportunity to object or obtain a suitable protective order.

16.4. **Remedy for Breach.** Because of the unique nature of the Confidential Information, Customer agrees that Traka may suffer irreparable harm in the event Customer fails to comply with its confidentiality obligations under the Agreement, and that monetary damages will be inadequate to compensate Traka for such breach. Accordingly, Customer agrees, notwithstanding clause 17.7, that Traka will, in addition to any other remedies available to it at law or in equity for breach of this clause 16, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations.

## 17. MISCELLANEOUS

17.1. **Customer Cooperation.** Customer undertakes to:

- (a) cooperate with Traka and procure that Customer's personnel cooperate with Traka as required by Traka 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 Traka personnel to any site as required by Traka in relation to performance of Traka'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. Customer will communicate all relevant health and safety policies relevant to the site to Traka personnel visiting the site.

17.2. **Compliance with Law.** Each Party shall comply with all Applicable Laws, 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 Products, Software Product, SDK, and Services; (ii) 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.

17.3. **Export and Import Controls.** (I) The Customer represents and warrants to ASSA ABLOY that it will always act in compliance with Economic Sanctions and Export Control Laws, and that neither the Customer, its affiliates, or any of their respective directors, officers, employees nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing:

- (a) is, or has been, a Listed Person;
- (b) has engaged in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;
- (c) directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;

- (d) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or
- (e) is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.

(II) The Customer covenants, agrees and undertakes that:

- (a) the Customer shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the Product without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;
- (b) the Customer shall not sell, export or re-export, the Product, directly or indirectly, 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 applicable to the Customer);
- (c) the Customer shall undertake its best efforts to ensure that the purpose of this Clause 17.3 is not frustrated by any third parties further down the commercial chain, including by possible resellers;
- (d) the Customer agrees to (i) cascade the contractual obligations set forth in this Clause 17.3 in contracts with third parties, including possible resellers, further down the commercial chain; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Clause 17.3;
- (e) the representations and warranties set forth in Clause 17.3(I) above shall always remain true and correct;
- (f) the Customer will provide written notice to Traka, as promptly as possible and in any event within five business days, if (i) any representation or warranty set forth in Clause 17.3(I) above should cease to be true at any time, or (ii) the Customer should encounter any problems in applying Clauses (a)-(d), above, including any relevant activities by third parties that could frustrate the purpose of said clause; and
- (g) the Customer will not engage in any transaction for Military End-Use unless explicitly approved by Traka.

(III) The Customer covenants, agrees and undertakes to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of Traka pursuant to this agreement. The Customer will provide all information relating to requests for Products, that the Customer suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person, and other attempts to acquire Traka Products in violation of Economic Sanctions and Export Control Laws. The Customer will, to the best of its abilities, cooperate with Traka to facilitate compliance with Economic Sanctions and Export Control Laws and will upon Traka's request provide Traka with true, complete and correct copies of all documentation relating to any business dealings involving the Product, including but not limited to, end-user certifications, information concerning compliance with the obligations under Clause 17.3(II) (a)-(d), and other information as may be required by Traka within two weeks of the simple request of such information.

(IV) Anything in this agreement to the contrary notwithstanding, Traka shall not be obliged to make any payment or take any other action under this agreement if Traka believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws.

**17.4. 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.

**17.5. 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.

**17.6. Governing Law.** The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

**17.7. 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) 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. 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;

17.8. **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) Traka 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) Traka may assign these Terms and an Agreement to any of its Affiliates; and (iii) Traka may use subcontractors in the performance of its obligations hereunder. Any attempted assignment in violation of what is set forth above in this clause 17.8 will be void.

17.9. **Delays and Force Majeure.** Traka shall notify Customer as soon as reasonably possible of any delays in the scheduled delivery, and Customer agrees that Traka 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.

17.10. **Notices.** Notices concerning this 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 as set out in the Order. Any notice given shall be deemed to have been given at the time of delivery (if delivered by hand), two (2) Business Days after posting (if sent by pre-paid first class post or other next day delivery service in the UK) or three (3) Business Days after posting (if sent by pre-paid first class post or other next day delivery service sent from overseas) or on receipt of a delivery receipt email from the correct address (if sent by email).

17.11. **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.

17.12. **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 7, 12, and 14. 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.

17.13. **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 11 hereof, shall apply.

17.14. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter of the Order merges and supersedes all prior communications, understanding and agreements, written or oral, and no amendments shall become effective without written agreement signed by the Parties hereto. Each Party acknowledges that in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in herein. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement herein. Nothing in this Agreement purports to limit or exclude any liability for fraud.

## **EXHIBIT A – PRODUCT SPECIFIC TERMS**

Unless specified otherwise in the Order, the scope of the following Professional Services and the Customer obligations shall be as set out below:

### **1. Installation Services**

- 1.1. The Installation Services we will be providing will be set out in the Order.
- 1.2. The Installation Services will be performed by our installation personnel, and they will be responsible for removing the Products from any packaging and the mechanical installation of the Product into the Customer's location as specified in the Order.
- 1.3. Once installed, the Products will be electrically connected to a Customer supplied power source and any data cabling run from the Products to the Customer supplied data point for connection to the network and TrakaWeb.

### **2. Software Product Implementation Services**

- 2.1. The Implementation Services for Software Product will require substantial input and engagement from the Customer and its IT team.
- 2.2. Customer shall provide all support and access reasonably requested by Traka to support the provision of the Implementation Services.
- 2.3. Traka shall set up the Software Product as required for the standard commissioning testing referred to in paragraph 3 below. The Customer may adjust the Software Product settings in line with their IT preferences and the Documentation once the commissioning testing is completed.

### **3. Commissioning**

- 3.1. As part of our Installation and Implementation Services we conduct a two-stage commissioning test:
  - 3.1.1. The first stage is a visual inspection of the Product to check that the basic operation of the

Product is in accordance with the Documentation.

- 3.1.2. The second stage is performed once end to end communications from Product to Software Product is achieved. We will conduct communication checks and confirm that synchronisation from the Product to the Software Product is working correctly.

- 3.2. Any feature sets being used will also then be validated based on the type being used and proven prior to any user training taking place. During this phase it is advisable that clients IT teams are available if there is any issues with network communications or firewall issues.

### **4. End User Training Services (for Products that are Key Cabinets or Intelligent Lockers)**

- 4.1. A trainer from Traka will show up to 6 people (which should include at least 2 system administrators) at the Customer how to sign in to the Product using the available methods, how to search for and select a key or asset to remove from the Product, how to return keys to a key cabinet (or assets to a locker system, including inserting them into charging cradles or attaching charging lead, if applicable), how to supply additional information where requested (if the Product has been sold with fault logging or other relevant optional functionality), and how to deal with some of the more common messages generated by the Product.

- 4.2. The Customer is responsible for ensuring that suitable individuals are available for this training (which typically takes less than two hours) with the relevant skills to cascade the knowledge to all other intended End Users of the Products.

### **5. System Administrator Training Services (for Products that are Key Cabinets or Intelligent Lockers)**

- 5.1. In addition to the training provided under paragraphs 4.1 and 4.2 Traka will provide training for 2 system

administrators. These are personnel who will not only remove/return keys/assets, but also perform various administration functions direct to the Product.

- 5.2. The system administrator training will go into more detail around the system administrator login options for End Users at the cabinet/locker but will also tie in with Customer specific operational setup.
- 5.3. This training is usually combined with End User training and is likely to take one additional hour on top of the End User training.

## **6. Software Product Training Services**

- 6.1. The Software Product training is more in depth than the Product training and is designed to be performed with Software Product End Users and "Super Admin Software Product End Users".

- 6.2. This training is aimed at those End Users who will access Software Product for both operation and setup of the Software Product but also longer-term administration of the Software Product including End User and item setup but also to review the reporting available and any feature sets being used.
- 6.3. We will provide Software Product training to up to 6 people and it can take between 1 to 3 hours.
- 6.4. We also suggest that the Customer purchase further Training Services once the Software Product is past the initial setup mode and the Customer is close to go live, which can be provided subject to additional charges.

## EXHIBIT B: SUPPORT SERVICES AND SERVICE LEVELS

Traka shall provide the following support services in relation to the Product and Software Product for Customers only, subject to the purchase of an applicable support contract. For the avoidance of doubt, this Exhibit does not apply to Resellers or End Customers of Resellers.

Any support services to be provided in relation to the SDK shall be set out in the SDK Licence Agreement.

In this Exhibit the following terms shall have the following meaning:

**"Fault"** means any defect, error, failure or other problem in the Product and/or Software Product which causes the Product and/or Software Product not to function in accordance with its specifications in a material way;

**"Response"** means the initial remote contact with the Customer to acknowledge the Fault, undertake initial troubleshooting, ensure all details are documented, and advise the Customer of the next steps.

**"Service Hours"** means 0800h -1730h (UK time) on Business Days;

### 1. SERVICES

1.1. Traka shall provide the following Support Services during Service Hours in relation to the Product and Software Product:

1.1.1. Traka shall provide a telephone helpdesk service for the Customer to report Faults;

1.1.2. Traka shall use its reasonable endeavours to carry out remote Fault diagnosis of any reported Fault.

1.1.3. Traka will categorise any reported Fault in accordance with the criteria set out in the table in paragraph 5 below and will use reasonable endeavours to provide a response to a Fault reported by the Customer in accordance with the response times set out in the

table in paragraph 5. Where Traka require assistance from an Affiliate and/or a third party to provide a response, and where any such Affiliate and/or third party is located in a location with different Service Hours, the time for response will be extended accordingly;

1.1.4. Traka will use reasonable endeavours to resolve the Fault remotely.

### 2. CUSTOMER OBLIGATIONS

2.1. The Customer must:

2.1.1. notify Traka promptly of any Fault;

2.1.2. provide Traka with access to and use of such of the Customer's information, facilities, and Products as necessary for Traka to perform the Support Services;

2.1.3. provide as much detail as is reasonably possible regarding any reported Fault to allow Traka (acting in its sole discretion) to make a preliminary decision regarding the severity and urgency of such Fault;

2.1.4. carry out basic diagnostic tests on the Products and/or Software Product (as directed by Traka) to enable Traka to identify the nature of any Fault;

2.1.5. where required by Traka, activate a remote connection between Traka's technical support staff and the Product and/or Software Product subject to the reported Fault. The Customer agrees to perform physical operations on the Product in order to provoke and thereafter observe repeats of the incidents under varying conditions (as directed by Traka);

2.1.6. where required by Traka, provide a copy of the Customer's database stored within the Product and/or Software Product

in order for Traka to carry further diagnostics. Any data shall be processed by Traka in accordance with Exhibit C, and the database shall be deleted once diagnostics have been completed; and

- 2.1.7. install the latest applicable Software Product versions as soon as reasonably practicable, and in any event within 24 months of release (unless otherwise advised in writing by Traka).

### 3. **ONSITE SUPPORT**

- 3.1. If Traka, in its sole discretion, considers that the Fault requires an onsite visit then the following shall apply:
  - 3.1.1. Customer must ensure in the interests of health and safety that Traka personnel, while on Customer's premises for the purpose of this Agreement, are trained in respect of the site health and safety procedures;
  - 3.1.2. Customer is responsible for ensuring that Traka personnel get prompt access to Customer's site and to the Product and/or Software Product affected by the Fault;
  - 3.1.3. Customer is responsible for providing any PPE and any special safety equipment and for arranging or providing any induction, training, accreditation and/or clearances (including security clearances) that might be required by Customer or site, and for providing an escort for Traka personnel while on Customer's site if required, in each case, at Customer's cost; and
  - 3.1.4. In the event that the access, security and/or induction arrangements for the Traka personnel take longer than 90 minutes on that engineer's first visit to the site, or longer than 30 minutes for any subsequent visit, Traka is entitled to charge

Customer for the additional time spent, at Traka's published hourly rate (pro-rated for part hours).

### 4. **SERVICE EXCLUSIONS**

- 4.1. Traka shall use reasonable commercial endeavours to achieve the timescales set out in this schedule but no warranty is given in respect of any times for response or performance by Traka, and time shall not be of the essence;
- 4.2. Traka is not liable for any delay arising from Force Majeure and any agreed timescale will be subject to extension in the event of such delay;
- 4.3. Provision of the Support Services does not imply any guarantee or representation that Traka will be able to assist the Customer in achieving any results from any Products which are not technically feasible. Subject to this, any services which are outside the scope of these Support Services will be provided on such terms as the Parties may agree from time to time and shall incur additional charges;
- 4.4. Provision of the Support Services does not imply any guarantee that Traka will be successful in correcting any Fault and Traka does not accept any liability for this;
- 4.5. Traka reserves the right to refuse to provide the Support Services at any time without refunding any sums paid by the Customer:
  - 4.5.1. if any attempt is made, other by Traka, to remove any defects or deal with any Fault unless such attempt is made upon the direct instruction of Traka;
  - 4.5.2. if any development, enhancement or variation of the Product or Software Product is carried out other than by Traka;
  - 4.5.3. if the Customer has failed to pay any overdue amounts due to Traka under this Agreement;
  - 4.5.4. if the Customer has failed to comply with any of its responsibilities under paragraph 2;



- 4.5.5. if the Customer has failed to perform an update to the latest version of the Software Product subject to the Fault;
- 4.5.6. where, in the reasonable opinion of Traka, the Customer's

system or site is not capable of using the Product or running the Software Product successfully for any reason.

## 5. RESPONSE TIMES

Category	Criteria	Response
CRITICAL One or more of these statements are true (Based on 5 or more systems installed or go live imminent)	<ul style="list-style-type: none"> <li>Reserved exclusively for situations where the issues are causing significant business impact</li> <li>Systems installations intending to go live within the next 24 hours</li> <li>Work is being carried out overnight during agreed downtime</li> <li>Integrated products are down and it is affecting Customer's business operations, systems and services</li> <li>Significant increased health and safety risk on management of Customer assets</li> <li>Large scale new installation and critical to deliver goods fit for purpose and make ongoing sales</li> </ul>	2 Hours during Service Hours
High Priority	Customer is experiencing severe loss of functionality but the system remains operational.	Within one Business Day during Service Hours
Medium Priority	<ul style="list-style-type: none"> <li>Software Product/Firmware/Product problem identified but system is continuing operations</li> <li>Non business critical function is not performing properly</li> </ul>	Within two Business Days during Service Hours
Low Priority	Issue is having little effect on normal system operation	Within five Business Days during Service Hours

## EXHIBIT C: DATA PROTECTION EXHIBIT

### 1. INTERPRETATION AND DEFINITIONS

1.1. In this Exhibit the definitions set out in clause 1 of these Terms apply and shall have the same meaning. In addition, in this Exhibit the following definitions have the meanings given below:

1.1.1. **"Agreement Data"** means the Relationship Data and In Product Data;

1.1.2. **"Applicable Data Protection Legislation"** means, as binding on either Party or the Products, Software Product and Services:

1.1.2.1. EU GDPR;

1.1.2.2. UK GDPR;

1.1.2.3. the Data Protection Act 2018;

1.1.2.4. any laws which implement or supplement any such laws in the UK; and

1.1.2.5. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

1.1.3. **"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 fingerprint;

1.1.4. **"Controller"** has the meaning given to it in UK GDPR or EU GDPR (as applicable);

1.1.5. **"Data Privacy Notice"** means the data privacy notice that applies to In Product Data and is linked here: <https://www.traka.com/global/en/privacy-center/privacy-notice-uk>;

1.1.6. **"Data Subject"** has the meaning given to it in UK GDPR or EU GDPR (as applicable);

1.1.7. **"EU GDPR"** means the General Data Protection Regulation, Regulation (EU) 2016/679;

1.1.8. **"In Product Data"** means the Personal Data which: (i) the Customer has chosen, of its own volition, to add to the Products Software Product and/or SDK, over which Traka has no control; (ii) in relation to which Customer is the Controller; and (iii) which is transferred to Traka or which Traka may access from the Products Software Product and/or SDK in performing its obligations under this Agreement;

1.1.9. **"Lawful Safeguards"** means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Applicable Data Protection Legislation from time to time;

1.1.10. **"Personal Data"** has the meaning given to it in UK GDPR or EU GDPR (as applicable);

1.1.11. **"Personal Data Breach"** has the meaning given to it in UK GDPR or EU GDPR (as applicable);

1.1.12. **"Processing"** has the meaning given in (as applicable) UK GDPR or EU GDPR (and related expressions including **process**, **processed** and **processes** shall be construed accordingly);

1.1.13. **"Processor"** has the meaning given to it in UK GDPR or EU GDPR (as applicable);

1.1.14. **"Relationship Data"** means the Personal Data of which Traka is the Controller and which it collects from the Customer's employees, workers, staff, personnel, contractors and/or agents in order to set up and administer contractual arrangements between the Parties including setting up any necessary user accounts and for contact purposes;

1.1.15. **"Relevant Law"** means (as applicable):

- 1.1.15.1. where the processing of the Personal Data is subject to UK GDPR, all applicable laws of the United Kingdom (or any part of the United Kingdom); or
- 1.1.15.2. where the processing of the Personal Data is subject to EU GDPR, all applicable laws of the European Union and of any relevant member state of either the European Union or the European Economic Area;
- 1.1.16. **"Sub-Processor"** means a subcontractor or other third party engaged by Traka who may have or has access to the In Product Data;
- 1.1.17. **"Supervisory Authority"** means in the United Kingdom, the Information Commissioner's Office or any replacement authority and outside of the United Kingdom means the authority or body responsible for administering Data Protection Laws; and
- 1.1.18. **"UK GDPR"** means the General Data Protection, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

## 2. Compliance with Applicable Data Protection Legislation

Each Party will comply with the Applicable Data Protection Legislation applicable to it in connection with the Agreement Data and this Agreement and will not cause the other party to breach any of its obligations under the Applicable Data Protection Legislation.

## 3. Traka's Processing of Relationship Data.

- 3.1. Customer acknowledges that Traka shall process Relationship Data as Controller.
- 3.2. Traka shall:

- 3.2.1. ensure that it has all necessary notices and consents and lawful bases in place to process the Relationship Data;
- 3.2.2. process the Relationship Data only for the purposes of setting up and administering contractual arrangements between the Parties including setting up any necessary user accounts and for contact purposes.
- 3.2.3. only disclose the Relationship Data to a third party where such disclosure is in accordance with the Applicable Data Protection Legislation; and
- 3.2.4. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Relationship Data and against accidental loss or destruction of, or damage to, such data.

## 4. Traka's Processing of In Product Data

- 4.1. Customer shall be the Controller for the In Product Data. To the extent that Traka needs to process the In Product Data in order to meet its obligations under the Agreement (which the Parties envisage shall be limited), it shall be the Processor for the In Product Data.
- 4.2. The Customer warrants and undertakes that:
  - 4.2.1. it is responsible for the In Product Data, which will be provided to Traka (or to which Traka will receive access) in the context of Traka's processing of such data and the performance of this Agreement, including any updates or expansions of, modifications or adjustments to the In Product Data.
  - 4.2.2. the In Product Data has been collected, processed and transferred in accordance with Applicable Data Protection Legislation (including in relation to fair and lawful processing);
  - 4.2.3. to the extent that the Customer is not sole Controller of any In Product Data, it has full authority and

authorization of all relevant Controllers to instruct Traka to process the In Product Data in accordance with this Agreement;

4.2.4. if consent is required in order for the Customer to collect and use the In Product Data in connection with the Product and Software Product and for Traka to process the In Product Data pursuant to this Agreement, it has obtained such consent in accordance with Applicable Data Protection Legislation;

4.2.5. If Biometric Data is or will be processed, it shall ensure that any additional conditions and/or legal requirements for processing of Biometric Data are met;

4.2.6. if, prior to the relevant In Product Data being shared with Traka, a Data Subject has withdrawn any consent referred to in paragraph 4.2.4, then their Personal Data will not be included in the In Product Data subsequently shared by Customer; and

4.2.7. it shall promptly notify Traka if it becomes aware that any consent referred to in paragraph 4.2.4 is withdrawn.

4.3. The Customer shall be responsible for providing or making available the Data Privacy Notice (as updated from time to time) to relevant Data Subjects.

## **5. INSTRUCTIONS**

5.1. Traka shall process the In Product Data in order to perform its obligations under the Agreement, to provide the Services, Software Product and Products and also in accordance with the written instructions (including email) of the Customer except to the extent:

5.1.1. that Relevant Law requires otherwise. In which case, Traka shall inform the Customer of that legal requirement (where permitted by such laws) prior to processing; or

5.1.2. the Customer's instructions would be in breach of Relevant Law (in which case it shall notify the Customer).

5.2. Unless otherwise specified in the Order, the processing of the In Product Data by Traka shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in Annex 1.

5.3. The Customer shall review the information set out in the table in Annex 1 setting out the subject-matter, duration, nature and purposes of the processing, the types of Personal Data and categories of Data Subjects promptly after the Effective Date and regularly thereafter. In the event that the table in Annex 1 is inaccurate the Customer shall promptly notify Traka of the inaccuracies.

## **6. USING STAFF AND SUB-PROCESSORS**

6.1. The End Customer hereby provides its prior, general authorisation for Traka to:

6.1.1. appoint sub-processors to process Personal Data, provided that Traka: (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Legislation, and are consistent with the obligations imposed on Traka 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 Traka. For the avoidance of doubt, End Customer fully and explicitly consent to (i) the use of the sub-processors with whom Traka has agreements in place at the time the Agreement enters into force, and (ii) the use of all Traka Affiliates as sub-processors;

6.1.2. transfer End Customer Personal Data outside the UK or EU/EEA area (as applicable), provided that Traka or its sub-processors ensure that such transfer takes place in accordance with Applicable Data Protection Legislation.

6.2. Traka shall ensure that its employees (including any contracted personnel such as self-employed persons and temporary staff) and any (authorised) third parties (including Sub-Processors), which process In Product Data are contractually bound by confidentiality obligations.

## **7. SECURITY AND DATA BREACHES**

7.1. Traka shall implement appropriate technical and organisational measures to protect the In Product Data from loss, destruction, damage, or any unlawful forms of processing. Considering the state of the art and the cost of their implementation, such technical and organisational measures shall guarantee a level of security appropriate to the risks represented by the processing carried out by Traka and the nature of the In Product Data.

7.2. Traka shall notify the Customer of any Personal Data Breach which affects the In Product Data without undue delay after becoming aware of it and, taking into account the nature of the processing and the information available to Traka, shall provide the Customer with such information and assistance that the Customer reasonably requests including in order to comply with the Customer's notification obligations under Applicable Data Protection Legislation. For the avoidance of doubt, Traka will not notify any Supervisory Authority or Data Subjects of any Personal Data Breach unless instructed to do so by the Customer in writing.

## **8. ASSISTANCE**

8.1. Traka shall promptly notify the Customer of any request from a Data Subject under data subject rights in Applicable Data Protection Legislation in respect of the In Product Data and refer such requests to the Customer.

8.2. At the Customer's request and taking into account the nature of the processing and the information available it, Traka shall provide assistance and information to the Customer to the extent that the Customer reasonably requires such assistance and information in order to:

8.2.1. respond to requests from Data Subjects exercising their data subject rights under Applicable Data Protection Legislation;

8.2.2. comply with its obligations under Article 32 of UK GDPR and EU GDPR;

8.2.3. carry out a data protection impact assessment; and/or

8.2.4. consult with a Supervisory Authority

in so far as they relate to the In Product Data and subject to the payment of Traka's reasonable fees.

## **9. INTERNATIONAL DATA TRANSFERS OUTSIDE OF THE UK or EEA**

9.1. Traka shall not transfer In Product Data outside of the United Kingdom or European Economic Area (as applicable) other than in accordance with the Customer's written instructions or where required by Relevant Law. In respect of any transfer of In Product Data outside of the United Kingdom or European Economic Area (as applicable), Traka shall ensure any such transfer is effected by way of Lawful Safeguards and in accordance with Applicable Data Protection Legislation and this Agreement. For the avoidance of doubt, the Customer provides written authorisation for the transfer of In Product Data outside of the United Kingdom or European Economic Area (as applicable) to any of the Sub-Processors set out in the table in Annex 1 below or engaged under the general authorisation at paragraph 6.1.

## **10. AUDIT**

10.1. At the Customer's request, but no more than once per twelve (12) month period, Traka shall make available to the Customer such information as is reasonably necessary to demonstrate compliance with the requirements set out in this Exhibit.

10.2. If the information provided under paragraph 10.2 is insufficient to demonstrate compliance with this Exhibit the Customer may audit Traka's compliance with the requirements of this Exhibit. An audit may be performed no more than once per twelve (12) month period and with a reasonable notice period of not less than thirty (30) Business Days. The Customer shall ensure that such audit or inspection is undertaken during Traka's normal



business hours with minimal disruption to TRAKA's business, the Sub-Processors' businesses and the business of any customers of Traka or of any of the Sub-Processors.

10.3. The Customer shall ensure that audits or inspections do not lead to any delay in the provision of Services and Products by Traka in the context of the Agreement. In the unexpected event that audits or inspections lead to a delay in the provision of the Services or Products, the Parties will enter discussions to solve the matter as soon as possible.

10.4. Any party carrying out such audit or inspection shall be subject to confidentiality obligations acceptable to Traka and the Customer shall ensure their compliance with them and with the obligations set out in this paragraph 9.

10.5. The costs of the audit or inspection will be paid by the Customer.

## 11. TERMINATION

11.1. Upon termination of this Agreement, Traka will provide the Customer with the ability to export all In Product Data within seven (7) days of termination (including any copies thereof and adaptations to it) to the Customer or a third party designated by the Customer, or, at the choice of the Customer, delete all the In Product Data (except where required to store it or keep copies under Relevant Law. The In Product Data will be automatically deleted after thirty (30) days from the date of termination of this Agreement.

## ANNEX 1

<b>Subject matter of processing the Personal Data</b>	The subject matter of the processing is for Traka to provide the Products, Software Product and/or Services in accordance with the Agreement.
<b>Nature and purpose of the data processing and the Personal Data</b>	The collection, access, review, and storage of In-Product Data.
<b>Categories of Data Subject to which the Personal Data relates</b>	Customer's employees, workers, staff, personnel, contractors and/or agents, Customer's customers, individuals in receipt of services carried out by Customer, and Customer's suppliers
<b>Categories of Personal Data included in the Personal Data</b>	Names, addresses, employee numbers, numbers assigned to Customer service recipients and any other Personal Data the Customer inputs into the Products or Software Product
<b>Duration of the processing of the Personal Data</b>	For the duration of the Agreement
<b>Sub-Processors</b>	<p>The following Sub-processors are used by ASSA ABLOY for the processing of the Customer's Personal Data.</p> <p><b>3rd party Sub-processors (name of vendor, purpose - country)</b></p> <p>Applicable for KEyper services:</p> <ul style="list-style-type: none"> <li>• Microsoft Azure, cloud server hosting - Connecticut USA and Ireland</li> <li>• Twillo, messaging communications - USA</li> <li>• Sendgrd, email communications - USA</li> </ul>

	<ul style="list-style-type: none"> <li>• Google Firebase, App notifications - USA</li> <li>• Datadog, service monitoring - USA</li> </ul> <p><b>Internal ASSA ABLOY Sub-processors (name of vendor, purpose - country)</b></p> <ul style="list-style-type: none"> <li>• Marcon International Inc., KEyper services provider - USA (applicable for KEyper services)</li> <li>• ASSA ABLOY Global Solutions AB, service availability, security monitoring and remediation, support - Sweden</li> <li>• ASSA ABLOY AB, service availability - Sweden</li> </ul>
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