

## GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS, including appended Attachments and/or Exhibits govern the provision of Products and Services between NoRisk Keymanagement B.V., a company belonging to the ASSA ABLOY group of companies and trading as Traka Nederland ("**ASSA ABLOY**") and the customer named in the Agreement ("**Customer**"). Each of ASSA ABLOY and Customer shall also be referred to as a "**Party**" or, collectively, the "**Parties**." Ancillary services, including but not limited to, installation, maintenance, support, training may be subject to the execution of a separate Agreement. These General Terms and Conditions are applicable to all separate Agreement(s) as between ASSA ABLOY and Customer.

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

In the event of any inconsistency between these General Terms and Conditions and the terms of the Agreement, an Attachment or Exhibit, the terms of the Agreement, Attachment or Exhibit shall prevail.

### 1. DEFINITIONS

Capitalized terms in these General Terms and Conditions have the following meanings:

- 1.1. "**Affiliate**" means a legal entity which either controls or is controlled by a Party or is under common control with a Party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
- 1.2. "**Agreement**" means an agreement in writing containing commercial terms relating to the sale, supply or support of the Products and Services between ASSA ABLOY and Customer including, but not limited to quotes, licenses, purchase orders, and any schedules, addendums, Exhibits or other attachments thereto.
- 1.3. "**APIs**" means application programming interfaces.
- 1.4. "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general banking business (other than for Internet banking services only) in the Netherlands.
- 1.5. "**Applicable Data Protection Legislation**" means any law(s) applicable in the jurisdiction governing the Agreement and to which ASSA ABLOY and Customer are subject to, which relate(s) to privacy and the protection and processing of Personal Data, including, but not limited to, statutes such as the BIPA of 3 October 2008 and the GDPR of 27 April 2016.

- 1.6. "**Confidential Information**" means the Documentation, and the following information of ASSA ABLOY or its Affiliates: data, drawings, benchmark tests, specifications, trade secrets, algorithms, source code, object code, Know-how, formulas, processes, ideas, inventions (whether patentable or not), customer lists, schematics and other technical, business, financial, marketing and product development plans, forecasts, strategies and information, and any information disclosed by ASSA ABLOY under an Agreement, including its terms and conditions.
- 1.7. "**Documentation**" means the functional, technical and commercial specifications of the Product or Service (if applicable), which may include, without limitation, service descriptions, statements of work and pricing, and any proprietary information or documentation made available to Customer by ASSA ABLOY for use in conjunction with the Product or Service, including any information made available through the Service.
- 1.8. "**Effective Date**" means the date on which the Agreement is fully executed by ASSA ABLOY and Customer.
- 1.9. "**Embedded Software**" means any software component embedded in the Hardware.
- 1.10. "**End Customer**" means the Customer, or if the Customer is a Reseller, the end customer to which the Reseller sells ASSA ABLOY's Products or Services through a written sale transaction (such as a quote or purchase order), as applicable for the internal use of such Customer, and not for further resale.
- 1.11. "**End User**" means End Customer's employee, contractor, guest or other individual that is authorized by Customer as applicable to use or benefit from the Products or Services as an end user.
- 1.12. "**EULA**" means the separate end user license agreement between ASSA ABLOY or an Affiliate to ASSA ABLOY, and Customer and/or End Customer granting Customer and/or End Customer the right to use Traka Web or Embedded Software.
- 1.13. "**Force Majeure**" means an event beyond a Party's reasonable control including, without limitation, strikes, lock-outs or other labour disturbances or disturbances by fire, flood, war, embargo, blockade, riot, epidemic, governmental interference, delay or shortage in transportation or inability to obtain necessary labour, materials or facilities from usual sources or from defect or delay in the performance of any of its suppliers or subcontractors if caused by any circumstance referred to in the foregoing.
- 1.14. "**Hardware**" means hardware (or parts) including Embedded Software (as applicable) sold by ASSA ABLOY to Customer, as set forth in the applicable Agreement.
- 1.15. "**Installation Services**" means (i) installation services purchased by Customer or (ii) implementation services comprising upgrades

of Products and Services used by End Customer or End User to the latest version.

- 1.16. **"Intellectual Property Rights"** means common law and statutory rights associated with (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and "moral" rights; (c) the protection of trade and industrial secrets and confidential information; (d) all rights to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relating to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, Know-how, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.
- 1.17. **"Know-how"** means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of tests and trials, processes, techniques and specifications, quality control data, analyses report and submissions) that is not in the public domain.
- 1.18. **"License"** means a non-exclusive, non-transferable, non-sublicensable right to use the Services (including Traka Web and Embedded Software) and Products during the license term based on the license model specified in the applicable Agreement or EULA.
- 1.19. **"Personal Data"** means any information relating to an identified or identifiable natural person and which shall be construed and treated in accordance with Applicable Data Protection Legislation.
- 1.20. **"Product"** means deliverables, including but not limited to, Hardware, or other tangible goods manufactured or supplied by ASSA ABLOY to Customer, and expressly excluding Services and Software.
- 1.21. **"Quote"** means a quote, purchase order or other agreement in writing which refers to these General Terms and Conditions, duly executed by ASSA ABLOY and accepted by the Customer or a purchase order executed by the Customer and accepted by ASSA ABLOY, for provision of Services (and any changes to previously ordered Services) and/or Hardware. Any Quote of ASSA ABLOY will expire thirty (30) days after the date of issuance, unless Customer accepts the Quote prior to such date.
- 1.22. **"Reseller"** means the authorized entity from which the End Customer purchased ASSA ABLOY's Products and Services subject to a written sales transaction

- 1.23. **"Service(s)"** shall mean provision of access to Traka Web, maintenance, support and Installation Services as specified in an Agreement and/or EULA.
- 1.24. **"Support"** means such maintenance and support services as purchased by Customer (and End Customer) as identified in the Agreement.
- 1.25. **"Taxes"** shall have the meaning set forth in Clause 5.6.
- 1.26. **"Traka Web"** means the software solution Traka Web, API and modules as further identified and specified in the Documentation, intended for computers, tablets and smart phones and licensed to the Customer under the Agreement.
- 1.27. **"Training Services"** means any training services purchased by the Customer.

## 2. LICENSES AND OWNERSHIP

- 2.1. **Scope.** These General Terms and Conditions set forth the general terms and conditions under which ASSA ABLOY sells and provides Products and Services. Each Agreement will be deemed to incorporate and be subject to all the terms and conditions of these General Terms and Conditions, except to the extent the Quote expressly modifies specific terms.
- 2.2. **Ownership.** In consideration of payment of the applicable fees to ASSA ABLOY, and, subject to the terms and conditions of this Agreement and/or EULA, ASSA ABLOY grants to Customer a License to use the Products and Services. The license granted under the EULA(s) does not constitute a sale of the Traka Web, Embedded Software or any portion of it. ASSA ABLOY and its licensors retain all right, title and interest in Traka Web, the Embedded Software, the Services and associated Documentation, and all translations and derivative works thereof, including any materials, inventions, or works developed through ASSA ABLOY's performance of Services, and all Intellectual Property Rights embodied therein or relating thereto. All rights not expressly granted under the Agreement, or the EULA are reserved by ASSA ABLOY and its licensors. There are no implied rights.
- 2.3. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, Products and Services (or any part thereof). ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Hardware.
- 2.4. **Disabling of Traka Web or part thereof.** ASSA ABLOY may disable the functionality of the Traka Web or part thereof: (a) immediately upon written notice to Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security (in which case ASSA ABLOY shall reactivate the functionality of the Service when such breach has been eliminated), (b) immediately upon written notice to Customer in the event of a third party

claim of infringement, violation or misappropriation of Intellectual Property Rights, (c) in the circumstances set forth in Clause 9.1, and (d) otherwise upon termination or expiry of the Agreement. In such cases, ASSA ABLOY cannot be held liable in any manner whatsoever for any damages as a consequence of a disablement of the Traka Web or part thereof.

### 3. PURCHASE AND DELIVERY

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

applicable Agreement, if it has received a written consent from ASSA ABLOY to resell any Products or Services.

### 4. SCOPE OF INSTALLATION AND TRAINING SERVICES

**Installation and Training Services.** ASSA ABLOY shall provide the Installation Services and Training Services, as may be set forth in a separate Agreement(s).

### 5. PAYMENTS, FEES, RECORDS AND TAXES

- 5.1. **Payments Generally.** Customer may be required to pay a deposit of up to fifty percent (50%) of the estimated total price of an Agreement prior to delivery/shipment/installation. ASSA ABLOY does not accept "pay when paid" conditions, and payment is due to ASSA ABLOY regardless of any receipt of funds/monies from a third party. Customer shall be responsible for all costs and expenses (including attorney fees and court costs) incurred by ASSA ABLOY in connection with any overdue balance. Customer agrees to pay ASSA ABLOY the balance of fees and expenses in the amounts and times as set forth in the Agreement, without retention, set-off, withholding or counterclaim. All payments are due and payable in full within thirty (30) days from the date of ASSA ABLOY's invoice. All payments are non-refundable and non-creditable.
- 5.2. **Travel Expenses.** Travel and other expenses directly related to the Products and Services will be invoiced and are payable within thirty (30) days of the date of invoice.
- 5.3. **Late Payments; Default interest.** If a Party fails to make a payment due to the other Party under the Agreement by the due date, then, without limiting the other Party's other remedies hereunder, the defaulting Party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest hereunder will accrue at a rate of 1.5% per month, or the statutory commercial interest, whichever is greater.
- 5.4. **Suspension of Service.** If any amount owed by Customer under the Agreement is thirty (30) or more days overdue, or if Customer violates the "restrictions on use" set forth in the EULA or Agreement, ASSA ABLOY may, without limiting ASSA ABLOY's other rights and remedies, suspend Services to Customer until such amount is paid in full or, as applicable, Customer remedies its violation of the restrictions in the EULA or these General Terms and Conditions.
- 5.5. **Records and Audit Rights.** ASSA ABLOY reserves the right to run usage reports against Customer's system for the sole purpose of determining Customer's number of active users, Hardware items or other peripherals for which Customer needs a License ("**Required**

**Licenses**”). Where the number of Required Licenses exceeds the number of purchased Licenses set forth in the Agreement, ASSA ABLOY shall either notify Customer who shall within 10 Business Days reduce the Required Licenses to be consistent with the purchased Licenses, or ASSA ABLOY may charge Customer for payment of the excess retroactively.

- 5.6. **Taxes.** Prices do not include, and Customer shall pay, any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, ad valorem, use, duty, withholding or other like taxes relating to the sale, delivery, receipt, payment for or use of Products and Services including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount (“**Taxes**”). If ASSA ABLOY is required to collect any Taxes, such Taxes will be itemized separately on the invoice and paid by Customer. ASSA ABLOY will accept a valid Tax exemption certificate from Customer, if applicable. If a Tax exemption certificate previously accepted by Customer is not recognized by the relevant governmental taxing authority, Customer agrees to promptly reimburse ASSA ABLOY for any Taxes covered by such exemption certificate which ASSA ABLOY is required to pay.

## 6. DATA PROTECTION

- 6.1. Each Party shall be regarded as a data controller in the meaning of the GDPR of all Personal Data processed by it, and shall comply with all Applicable Data Protection Legislation.
- 6.2. Each Party shall implement appropriate technical, physical and organizational security measures to protect Personal Data against loss and unlawful processing.

## 7. LIMITED WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

- 7.1. **Installation Services.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants for a period of thirty (30) days from performance of the Services that Installation Services shall be performed in accordance with generally accepted industry standards.
- 7.2. **Hardware.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that the Hardware products will be free from material defects in materials and workmanship and will substantially conform to the applicable Documentation in effect as of the date of manufacturer for a period of one (1) year from the date of shipment.
- 7.3. All Hardware and systems that require online commissioning must be commissioned by an ASSA ABLOY certified technicians/installers for the type of product being installed, or all warranties are voided.

- 7.4. The warranty does not apply to (a) consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship. Customer is solely responsible under the Agreement to ensure that batteries powering Hardware are properly charged and timely exchanged; (b) to cosmetic damage, unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product; (d) to damage caused by accident, abuse, or misuse by the Customer or End Customer, fire, liquid contact, earthquake or other external cause; (e) to damage caused by services (including upgrades and expansions) performed by anyone who is not a representative of ASSA ABLOY or an ASSA ABLOY authorized technician; (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware.

- 7.5. ASSA ABLOY does not accept warranty claims directly from End Customers that purchase Products and Services from a Reseller. Resellers are expected to manage warranty claims escalated by its End Customers.

- 7.6. **Remedies.** Subject to the conditions and limitations of liability set forth herein:

- a) ASSA ABLOY’s sole and exclusive obligation and Customer’s sole and exclusive remedy for a breach of the foregoing limited Installation Services warranty under Clause 7.1. shall be ASSA ABLOY’s commercially reasonable effort to reperform the non-conforming part of the Services. ASSA ABLOY will, at ASSA ABLOY’s expense, take such actions it determines in its sole discretion are required to conform;
- b) ASSA ABLOY’s sole and exclusive obligation and Customer’s sole and exclusive remedy if the Service does not conform to ASSA ABLOY’s then current Documentation shall be ASSA ABLOY’s commercially reasonable efforts after receiving written notice of Customer describing in reasonable detail the specific nature of the defect or non-conformity to repair or replace the functionality of the non-conforming part of the Service to make it perform substantially in accordance with the Documentation. In the event ASSA ABLOY is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the Service, Customer will have the right to terminate the applicable Service, in which case ASSA ABLOY must refund to Customer a pro rata portion of any fees pre-paid by Customer for the applicable remainder of the initial subscription period or renewal subscription period;
- c) ASSA ABLOY’s sole and exclusive obligation and Customer’s sole and exclusive remedy for breach of the foregoing limited warranties applicable to the sale of the Hardware under Clause

7.2. shall be that ASSA ABLOY will either repair, replace or provide a reasonable workaround for the defective and/or non-conforming part of the Hardware after receiving written notice (such notice being received before the expiry of the warranty period) of the breach of warranty describing in reasonable detail the specific nature of the defect or non-conformity, or refund all amounts paid for such defective and/or non-conforming Hardware. No credits or refunds will be given for Hardware products that are returned incomplete or damaged. ASSA ABLOY shall not be required to perform any warranty repairs of the Hardware at a specific site. Customer may be responsible for removing and reinstalling all the parts or components of the Hardware returned to ASSA ABLOY for repair under the warranty. Customer shall bear all risk of loss during the shipment of items and Hardware products returned to ASSA ABLOY. Customer shall be solely responsible for obtaining insurance on any and all items and Hardware products that are returned to ASSA ABLOY.

7.7. **Disclaimer of Warranties.** Customer expressly acknowledges and agrees that the use of each of the Products and Services is at Customer's sole risk. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ASSA ABLOY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ASSA ABLOY DOES NOT WARRANT THAT THE FUNCTIONS MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DOWNTIME, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE ABOVE WARRANTIES DO NOT APPLY TO ANY DEFECTS, DAMAGES, FAILURES OR MALFUNCTIONS TO ANY PART OF THE PRODUCTS OR SERVICES RESULTING FROM (A) NEGLIGENCE, ABUSE, OR MISAPPLICATION BY THE CUSTOMER OR END CUSTOMER (B) USE BY THE CUSTOMER OR END CUSTOMER OF THE PRODUCTS OR SERVICES OTHER THAN AS SPECIFIED IN THE DOCUMENTATION THEREOF OR OTHERWISE IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER (C) ANY ALTERATIONS, MODIFICATIONS OR ADAPTATIONS OF THE PRODUCTS PERFORMED BY ANYONE OTHER THAN ASSA ABLOY, OR ANY UNAUTHORIZED COMBINATION OR INTERFACING OF THE PRODUCTS WITH OTHER PRODUCTS OR SERVICES. FURTHERMORE, ASSA ABLOY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE PERFORMANCE OR THE RESULTS OF THE USE OF THE SERVICES OR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY

ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF A WARRANTY.

7.8. **Third Party IPR Claims.** If a Product or Service becomes subject to a claim by a third party that it infringes a third party copyright, patent or other Intellectual Property Right, or ASSA ABLOY anticipates that such a third party claim may be raised, ASSA ABLOY shall have at its option and expense the right to (a) obtain for Customer a license to continue using that Product or Service; (b) substitute the Product or Service with other substantially similar hardware or service; or (c) terminate the License for the infringing portion of the Product or Service and compensate Customer for the sums already paid for that infringing portion under the License. THIS CLAUSE 7.8 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

What is set forth above in this Clause 7 applies only to the latest available version of the Service, and does not apply to any previous version or versions of the Service.

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

7.10. Nothing in this Agreement excludes the liability of ASSA ABLOY (a) for death or personal injury



caused by ASSA ABLOY'S negligence; (b) gross negligence or willful misconduct or that of ASSA ABLOY's employees, agents or subcontractors; and (c) fraud or fraudulent misrepresentation.

- 7.11. The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable law and the remedies set forth herein are the exclusive remedies for misrepresentation and breach of contract. If applicable law limits the application of the provisions of this Clause 7, ASSA ABLOY's liability will be limited to the maximum extent permissible.

## 8. INDEMNIFICATION

- 8.1. Customer shall indemnify and hold ASSA ABLOY, its Affiliates, officers, directors, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of (a) Customer's negligent acts or omissions relating to the Agreement(s) and these General Terms and Conditions; (b) alterations or modifications to the Products or Services made by or on behalf of Customer (but not provided by ASSA ABLOY); (c) combinations of using the Products or Services with products, services, or materials not provided by ASSA ABLOY where the infringement would not have occurred but for Customer's combination of such products, services, or materials; (d) Customer's willful misconduct or unauthorized use of Products or Services; (e) Customer's use of or submission of content through the Service; (f) Customer's (or End Customer's) violation of any applicable laws; or (g) Customer's access to and use of a Service in violation with Clause 2.2.
- 8.2. If the Customer is a Reseller, or if the Customer has received ASSA ABLOY's express consent to resell the Products and/or Services to an End Customer, the Customer shall further defend, indemnify and hold ASSA ABLOY, its Affiliates, officers, directors, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or resulting from (a) sale of the Products and Services pursuant to no terms and/or terms less protective of ASSA ABLOY, and the Intellectual Property Rights than those set forth in this Agreement and/or the EULA; (b) ASSA ABLOY's suspension, cancellation, or termination of End Customer(s) right to use the ASSA ABLOY's Products and Services and any licenses at Customers' request or due to non-payment by or insolvency of the Customer.

## 9. TERMINATION

- 9.1. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to Customer in the event that (i) Customer fails to make any

payment 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 under the Agreement, and has been given prior written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice; or (iii) immediately upon registered letter if Customer commences bankruptcy proceedings, makes composition with its creditors, is subject to the appointment of an administrator or is subject to any other similar proceedings or otherwise proceedings that have the same or similar effects or if the Customer could reasonably be deemed to be insolvent. ASSA ABLOY reserves the right to terminate an End Customer's use of a license to Embedded Software or Product in the event that End Customer breaches an obligation set forth in an agreement or EULA between ASSA ABLOY and the End Customer, as applicable, and fails to cure such a breach within thirty (30) days after ASSA ABLOY sends written notice of such breach if such breach is capable of being cured, or immediately if the breach is not capable of being cured.

- 9.2. **Termination of Agreement by Customer.** Customer may terminate the Agreement by written notice in the event that ASSA ABLOY materially breaches any of its obligations under the Agreement, has been given prior written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice. Expiration or termination of the Agreement will not terminate any outstanding quotes, purchase orders, statements of work, and the term of the Agreement shall survive any termination for the duration of the term of such quotes, purchase orders, statements of work.

## 10. CONFIDENTIALITY

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

provides reasonable assistance so as to afford it the opportunity to object or obtain a suitable protective order.

- 10.2. **Remedy for Breach.** Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its confidentiality obligations under the Agreement, and that monetary damages will be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees, notwithstanding Clause 7.6, that the disclosing Party will, in addition to any other remedies available to it at law or in equity for breach of this Clause 10, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations

## 11. MISCELLANEOUS

- 11.1. **Compliance with Law.** Each Party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of Products or Services. Without limiting the generality of the foregoing, Customer shall comply with all laws and regulations on anti-corruption, sanctions and export control, data protection, international communications, and the exportation of technical or Personal Data.
- 11.2. **Export and Import Controls.** The Products and Services ASSA ABLOY makes available hereunder may be subject to export laws and regulations of the European Union, the United States and other jurisdictions. Customer agrees to comply strictly with all export laws and regulations. Customer shall not permit End Users and/or End Customers to access or use any Products and Services in or via an embargoed country, which would prohibit such access or in any violation of any export law or regulation. Proscribed countries are set forth in the applicable export regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies, represents, warrants and undertakes that neither Customer nor any End Customer or End-User is targeted under the sanctions or export controls of the United Nations, the United States, the European Union or any other relevant government, or are listed on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or any list maintained by the United Nations, the European Union or other relevant government.
- 11.3. **Independent Contractor.** Nothing in the Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as

otherwise set forth herein, each Party shall bear its own costs and expenses in performing the Agreement.

- 11.4. **Governing Law.** This Agreement, and all disputes, claims, or causes of action that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without giving effect to its provisions on choice of law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 will not apply to this Agreement or any Quote or transaction hereunder.
- 11.5. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with NAI Arbitration Rules, which rules are deemed to be incorporated in this Agreement by reference thereto in this Clause, by one or more arbitrators appointed in accordance with those rules. The seat of arbitration shall be Rotterdam, the Netherlands, and the language of arbitration shall be English. The Parties expressly exclude any application for setting aside the arbitral award. The arbitration costs will be borne by the Parties as set forth in the arbitral award. Each Party will bear its own parties' costs and no such parties' costs will be borne by another Party (it being understood that this arrangement is an agreement between the Parties on the allocation of parties' costs in the meaning of article 57 of the NAI Arbitration Rules).
- 11.6. **Assignment.** The Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, however, (i) ASSA ABLOY may assign the Agreement to a successor in the interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise; (ii) ASSA ABLOY may assign the Agreement to any of its Affiliates; and (iii) ASSA ABLOY may use subcontractors in the performance of its obligations hereunder. Any attempted assignment in violation of what is set forth above in this Clause 11 will be void.
- 11.7. **Delays and Force Majeure.** ASSA ABLOY shall notify Customer as soon as reasonably possible of any delays in the scheduled delivery, and Customer agrees that ASSA ABLOY cannot be held liable in any manner whatsoever for such delays as a result of Force Majeure. Neither Party shall be liable for failure to fulfil its obligations (other than payment obligations) under the Agreement issued hereunder or for delays in delivery due to Force Majeure. The time for performance of any such obligation shall be extended for the period lost because of the event of Force Majeure.

- 11.8. **Notices.** Notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective Parties to their respective addresses.
- 11.9. **Severability.** If any provision of the Agreement shall be held by a court of competent jurisdiction to be wholly or partly invalid or contrary to law or public policy, the validity of the other provisions and the Agreement as a whole shall not be affected and the remaining provisions shall remain in full force and effect. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.
- 11.10. **Survival.** These General Terms and conditions which by their nature extend beyond termination shall survive the termination or expiry of the Agreement. The terms and conditions that shall survive termination include but are not limited to the Customer's obligations under Clauses 2.2, 6, 7, 8, 9, 10 and 11. Customer's obligations to pay fees or charges due and payable at the time of expiry or termination, or which become due and payable thereafter, shall survive the termination of the Agreement or any addenda hereto.
- 11.11. **Waiver.** No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse is in writing and signed by the Party claimed to have waived or consented. Should either Party consent, waive, or excuse a breach by the other Party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. Notwithstanding the foregoing, provisions on complaints and limitation periods, such as in Clause 7 hereof, shall apply.
- 11.12. **Entire Agreement.** The Agreement including all schedules constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter of the Agreement and merges and supersedes all prior communications, understanding and agreements, written or oral, and no amendments shall become effective without written agreement signed by the Parties hereto. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement.