

ASSA ABLOY Incedo™ Business Cloud

Terms and Conditions

Assa Abloy and the Customer are each referred to as "Part" and jointly for the "Parties".

Preamble

The purpose of this Agreement is to describe the responsibilities of Assa Abloy, the Customer and their Registered Partner if applicable, in connection with the supply of the Incedo™ Business Cloud, an ASSA ABLOY solution.

This Agreement contains the terms and conditions on which Customer makes use of the Services.

1. Definitions

1.1. Unless expressly stated otherwise in this Agreement:

"Account" means to an account that allows a particular person to access and use the hosted services, using a unique login name and password;

"Agreement" means this Agreement and the Annexes attached to this Agreement.

"Annex" means to any annex attached to the main body of this Agreement;

"Charges" means those amounts specified in an Order Form and calculated on the basis of the prices described in the Assa Abloy's price list for the provision of the Services or as otherwise stated by Assa Abloy;

"Commencement Date" means the date that ASSA ABLOY receives the signed Agreement and the signed first order as described in Clause 2.1.2.

The **"Connection point"** has the meaning set out in point 5.1 below.

"Confidential Information" means :

- (a) Any information provided by the disclosing party the receiving party during the duration of the Agreement, or at any time prior to the termination of this Agreement (whether communicated in writing, oral or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential";
 - (ii) should have been reasonably understood by the receiving party to be confidential;
- (b) But does not apply to confidential information such as:
 - (i) is publicly known or comes to public knowledge otherwise than through a breach of this Agreement;
 - (ii) A Party may demonstrate that the Party already knew the information before receiving it from the other party;
 - (iii) information which a party legitimately receives from third parties outside this contractual relationship;
 - (iv) information that a party is required to disclose due to mandatory law or decisions of the competent authority or the applicable stock exchange rules.

"Customer Data" means to all data, work and media: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; provided by the Customer to Assa Abloy for upload to, transmission or storage on the Platform; or generated by the Platform when using the Services;

"Documentation" means to the documentation relating to the Hosted Services offered by Assa Abloy and delivered or made available to the Customer by Assa Abloy;

"Force Majeure" means to an event, or a series of related events, that is reasonably beyond the control of the party concerned (including, without this list being limited: Internet or any public telecommunications network outages, hacker attacks, denial-of-service attacks, virus or other malware attacks or infections, power outages, power outages, industrial conflicts, labour disputes, total or partial strikes, legislative changes, disasters, explosions, fires, floods, riots, terrorist attacks or wars). The failure of a subcontractor will be considered a case of force majeure if the reason underlying the subcontractor's failure is an event which, had it directly affected Assa Abloy, would have been classified as Force Majeure under this Agreement;

"GDPR" means to the European Parliament and Council Regulation 2016/679 on the protection of individuals in the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any changes to it;

"Hosted Services" means to hosting Incedo™ Business Cloud services, as stated in the Accommodation Services Description, available in Appendix 1 of this Agreement;

"Installation Services" or "Commissioning" means to the configuration and implementation of Hosted Services. They do not include the physical installation or configuration of the Products;

"Intellectual Property Rights" means to all intellectual property rights anywhere in the world, whether registerable or not, Registered or not, including any application or right of enforcement of these rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, trade names, corporate names, trademarks, service marks, plagiarism rights, unfair competition rights, patents, design rights);

"Order Form" means the template set out in Annex 4

"Personal data" and other terms and phrases relating to personal data used in this Agreement, such as "person concerned," "responsible for processing," "personal data," "processing," "subcontractor," "third country," etc., must be interpreted in accordance with the meaning given to them in the GDPR;

"Platform" means to the platform managed by Assa Abloy and used by Assa Abloy to provide hosted Services, including the application and database software for Hosted Services, the system and server management software used to provide hosted Services;

"Registered Partner" is an installer company that has knowledge and experience of Assa Abloy's various systems and which, in cooperation with Assa Abloy, can assist the Customer in ordering the services, additions and options / extension to the Services and with, among other things, physical support, installations, etc.

"Regulatory Requirements" means to privacy and personal data legislation applicable to the processing of personal data, including the GDPR, and any legislation that may replace the aforementioned legislation (and in the event of discrepancies or contradictions between the various rules or regulations, will be applied which provides the highest degree of confidentiality and/or security of information).

"Services" means to any service that Assa Abloy offers to the Customer, or is required to offer to the Customer, under this Agreement as described in Annex1;

"Service Description" means the technical, functional and commercial description of the Service(s) to which the Customer is to access and entitled to use under the terms of this Agreement, and which is available on www.incedo.com or at any other website address as directed by Assa Abloy (on the date of the Agreement regarding the Service Description for each Service is set out in Appendix 1).

"Support Services" means to assistance in the use, identification and resolution of errors in hosted services, but will not include the provision of training services;

"Term" means the period for which Assa Abloy has undertaken to provide the services as described in Clause 17.

"Update" means to a fix, correction or update of the version of any software in the Platform.

2. SERVICES, ORDERING

2.1. General

2.1.1. An order for the Services shall be made by the Customer, or on their behalf by the Registered Partner, by completing the order form provided by the Assa Abloy region, which shall contain at least the following information (the "Order Form"):

- (a) the company name of the partner and the Customer;
- (b) the corporate identity number or equivalent identification number;
- (c) contact details (e-mail, telephone number and invoice address);
- (d) the name and contact details of the Customer's contact person;
- (e) the service or services that the Customer wishes to access and use, as described in the respective Service Description
- (f) billing and payment method; And
- (g) other information that at any time is shown in the Order Form.

2.1.2. After the Customer or their Registered Partner has completed the booking in Order Form, Assa Abloy will send the Order Form for signing. An order from the Registered Partner will not be binding on the Parties until the Customer has signed the Order Form.

2.2. Service Provision

2.2.1. Assa Abloy shall ensure that an Account for the Customer is created and provide to the Customer login details for that Account effective from the Commencement Date.

2.2.2. Assa Abloy hereby grants to the Customer a non-exclusive, non-transferable and irrevocable right to use the Services in accordance with the Service Description for the Term.

2.2.3. The licence granted by Assa Abloy to the Customer under Clause 2.2.2 is subject to the following limitations:

- (a) Services may only be used by [the officers, employees, agents and subcontractors of the Customer];
- (b) The Services may only be used by the named users identified as authorized users in writing by the Customer and agreed by Assa Abloy from time to time ; and
- (c) The Services must not be used at any point in time by more than the number of concurrent users specified in licensed version of Incedo Business Cloud, the standard number of concurrent users is 4 with additional users being available as additional licensed service
- (d) The Customer must not sub-license its right to access and use the Services;
- (e) The Customer must not permit any unauthorised person to access or use the Services;
- (f) The Customer must not use the Services to provide similar services to third parties;
- (g) The Customer must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services to the Customer or any other customer of Assa Abloy, or prevent or interfere with someone else's authorized use of the Services.
- (h) The Customer must comply with any Acceptable Use Policy, and must ensure that all persons using the Services with the authority of the Customer comply with the Acceptable Use Policy.
- (i) The Customer must not use the Services:
 - (i) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (ii) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- (j) unlawfully attempt to access hardware, software or networks related to the Services;
- (k) prepare or attempt to access data from the Services or related systems that are not part of normal use of the Services;
- (l) use the Services or materials related to the Services, including making or attempting to make changes to the Services in a manner that infringes Assa Abloy, its subcontractors or anyone else's Intellectual Property Rights; or
- (m) mix the personal data of different controllers (e.g. personal data relating to the members of different Systems) in the same system within the framework of the Services, but shall

keep them separate from each other in order to protect the personal data and restrict access.

2.3. Addition of a new Service and optional/extension of existing Service

- 2.3.1. The Customer may apply at any time during the term of the contract to add one or more services, which are not already covered by the Customer's previous order. In the case of addition of service, the Customer or their Registered Partner shall use the Order Form as specified in Clause 2.1 above, unless otherwise agreed in writing with Assa Abloy.
- 2.3.2. For some of the customer's existing Services, the Customer may also utilise an option or extend its use in Agreement with Assa Abloy. This may be done, for example, by the option of additional functionality within the framework of an existing Service or by extending the existing Service to more doors and/or access control systems. If the Customer wants to utilise an option or extend a Service, the Customer or their Registered Partner should use the Order Form for an additional order.
- 2.3.3. The terms of this Agreement shall also apply in relation to the addition of new Service and option and/or extension of existing Service under this Clause 2.2 (such services are thus covered by the term "Services" under this Agreement, but the total price of the Services shall be adjusted in accordance with Clause 9 below).
- 2.3.4. Not with withstanding the above term's ASSA ABLOY is under no obligation to provide the customer with additional services not already provided to the Customer under a previous order, or to extend the Customer's use of existing services.

2.4. Entry into force

Additions, extensions and/or options to the existing Service as set out in Clause 2.2 above, which has been processed and accepted by Assa Abloy, require the approval of the Customer and their Registered Partner, if applicable, before they enter into force. Assa Abloy shall endeavour to process the Registered Partner's application for addition, extension or options within five (5) working days. If the application is accepted by Assa Abloy, the relevant additions, extensions and/or options will take effect as soon as the order has been processed and after the Customer and their Registered Partner, if applicable, have accepted the order via electronic signing. For the avoidance of doubt, it is noted that additions, extensions and/or options to the existing Service follow the same Service Period as the original Service(s) and billing is done as specified in Clause 9.

3. DELIVERY OF THE SERVICE

- 3.1. Assa Abloy shall deliver the Services in accordance with this Agreement, including the Service Descriptions for the relevant Services. For the avoidance of misunderstanding, only what is expressly stated in the Service Description, or the Agreement in general will be deemed Services, Assa Abloy is therefore not obliged to provide any other components, tools, materials, services, products, etc., other than as expressly provided for in the Agreement.
- 3.2. Assa Abloy has the right to change the Services (or parts thereof) temporarily or permanently at any time, provided that a change does not materially affect the functionality of the Services to the detriment of the Customer.
- 3.3. Assa Abloy shall use reasonable endeavours to maintain the availability of the Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Services, but does not guarantee 100% availability.

3.4. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- (a) a Force Majeure Event;
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of the Customer's computer systems or networks;
- (d) any breach by the Customer of this Agreement; or
- (e) scheduled maintenance carried out in accordance with this Agreement.

4. CUSTOMER'S USE OF THE SERVICES

4.1. General

4.1.1. The Customer is responsible for:

- (a) activities taken by the Customer and its users within the scope of the Service including Customer's handling of Customer's data through the use of the Service (including deletion of data taken by the Customer);
- (b) the accuracy of the information provided in connection with the registration and use of the Service;
- (c) to continuously update their contact details so that they are correct at any time;
- (d) that personal and user-specific information such as user identity and password or other documents or devices that may be used to access the Service is stored in a secure manner and is not used by or disclosed to any unauthorized person; And
- (e) to keep their access rights up to date in the Service.

4.1.2. Customer is also responsible for ensuring that its employees, sub-contractors, Registered Partner or others who may directly or indirectly access the Services through the Customer do not use the Services in violation of this Agreement

4.2. Suspension, Restriction or Termination

4.2.1. In the event of a breach the Customer (its employees, subcontractors or agents) of restrictions in Clause 2.2.3, or a risk of harm (including reputational) to Assa Abloy or to any customer other than the Customer occurs or may occur, Assa Abloy may, at its sole discretion promptly suspended or access to the Services restricted, without liability of any kind, provided that in the opinion of Assa Abloy the suspension or limitation is justifiable in the circumstances. In the event of such suspension or limitation, the Customer shall be notified as soon as possible. Where Assa Abloy at its sole discretion acting reasonably believes the breach to be irredeemable or such that a continued provision of the Service cannot be allowed, it may terminate the Agreement immediately and without liability.

5. CUSTOMER'S CONNECTIONS

5.1. The Customer is responsible for maintaining communication between the Customer and the Connection Point. "Connection Point" means the point where Assa Abloy connects the Services to the Internet (unless otherwise specifically agreed). The Customer is further responsible for possessing the equipment and software required for the use of the Services and for keeping it sufficiently updated with the supported browsers version and the required virus protection as stated in the Service Description.

5.2. Assa Abloy shall not be responsible for customer's inability to use the Services due to Customer's failure to comply with Clause 5.1 above, including but not limited to errors in Customer's network connectivity, equipment or software that cause the Services to function in whole or in part

6. CONTACT PERSON

The Customer shall appoint a contact person or persons within the Customer's organisation who is the representative within the Customer's organization who can contact Assa Abloy in practical matters concerning, among other things, Support Services and with which Assa Abloy has ongoing contact with regard to the Services. The contact person selected on the Order form, and can be replaced during the contract period by notifying Assa Abloy's customer service in writing.

7. SUPPORT AND UPDATES,

- 7.1. The customer's contact person can contact Assa Abloy's support regarding questions regarding the operation of the Services, for example in case of operational problems. The customer's contact person can reach Assa Abloy's support on the contact details listed on the Website or otherwise communicated in writing by Assa Abloy.
- 7.2. Assa Abloy has the right to take action affecting the Services if they are required for technical, maintenance or operational reasons (including updates, patches, etc.). Assa Abloy shall endeavour to perform such actions promptly and in a manner that limits disruption to the Services. In the event of any action that may be expected to cause longer disruption than 4 hours to the Customer, Assa Abloy shall, as far as possible, notify the Customer in advance. For the purposes of the planned actions referred to in Clause 8, the Customer is not entitled to claim any penalties under the Agreement or otherwise (which includes but is not limited to the right to claim a reduction of the fee under Clause 9 below).
- 7.3. ASSA ABLOY may suspend the provision of the Support Services if any amount due to be paid by the Customer to Assa Abloy under this Agreement is overdue, and Assa Abloy has given to the Customer at least thirty 30 days notice, following the amount becoming overdue, of its intention to suspend the support of the Services on this basis.
- 7.4. Assa Abloy will perform regular updates to the service as part of planned actions and will, where possible, complete these updates outside of business hours. Prior to commencing any planned actions we will inform the Customers Contact Person 5 working days prior to commencing and advise on the impact, if any, these planned actions will have on the availability of the service.

8. PARTNER

- 8.1. The Customer hereby acknowledges that the Registered Partner, on behalf of the Customer, has the right to order Services and to order the addition of a new Service and additions to the existing Service during the term of the Agreement. However, such orders will not take effect until the Customer has accepted the orders by electronic signing.
- 8.2. The Customer is also aware that the Registered Partner can assist the Customer with support, installations and similar services. The Customer is aware that the Registered Partner is an independent company from Assa Abloy. For the avoidance of misunderstandings, the Customer is responsible for entering into relevant Agreements with the Registered Partner (this includes all Agreements necessary to comply with applicable privacy and personal data laws, such as data processing Agreements and, where applicable, so-called sub-assistance Agreements). Assa Abloy shall not be liable for claims made by the Customer, Partner or third parties made as a result of the direct or indirect acts or omissions of a Registered Partner.
- 8.3. The Customer shall fully indemnify Assa Abloy against any claims, costs, penalties, or other liabilities Assa Abloy may incur due to the Registered Partner's acts or omissions resulting from the Registered Partner or the Customer breach of any term of this agreement.

9. PRICES AND PAYMENT TERMS

9.1. Prices

- 9.1.1. Customer shall pay Charges for the Services at the prices shown in the Price list for the relevant Services. All amounts under the Agreement are stated excluding VAT and other taxes. However, the prices stated in the Price list apply only if the Customer pays the service Charges directly to Assa Abloy, i.e. according to the payment method specified in Clause 9.1.4. If payment is instead made through the Registered Partner the Customer is aware that the Price may be different.
- 9.1.2. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to Assa Abloy.
- 9.1.3. Assa Abloy has the right to review its prices and subsequently and adjust the Charges once a calendar year, usually at the turn of the year. The adjusted prices are communicated to the Customer no later than thirty (30) days before they take effect.
- 9.1.4. The Customer (or, if applicable, the Registered Partner) shall pay the first annual fee to Assa Abloy within thirty (30) days from the Commencement Date specified in the Order Form. On all other occasions Assa Abloy shall issue invoices for the Charges to the Customer at least 30 days in advance of the period to which they relate.
- 9.1.5. When ordering add-ons, extensions and/or options to existing Service made during the Service Period, the first annual fee for those add-ons, extensions and/or options shall amount to a proportionate part of the annual fee for the remaining part of the current contract year. For subsequent contract years, the full aggregated annual fee is paid annually in advance. If the Parties agree in writing on a different periodicity of invoicing, that Agreement applies instead of as stated above (e.g. if stated in the Order Form).
- 9.1.6. In the event of late payment, Assa Abloy has the right to charge interest on late payments in accordance with Prompt Payment of Accounts Act 1997 and statutory reminder fees and/or, where applicable, collection fees. Assa Abloy also has the right to restricting the function to add, amend or delete system information and to suspend the Services for the Customer until full payment has been made. If payment is made through a Registered Partner and is late with payment to Assa Abloy, Assa Abloy has the equivalent right to restricting the function to add, amend or delete system information and suspend the Services until full payment has been made. However, this applies provided that Assa Abloy has first sent a reminder invoice directly to the Customer and the due date for such reminder invoice has passed.
- 9.1.7. When the Customer pays the Charges directly to Assa Abloy, the Customer is responsible for keeping contact details, invoice recipients and invoice addresses up to date at any time. Similarly, the Registered Partner is responsible for keeping this information up to date in case Charges is paid to the Registered Partner.

10. CONSULTANCY AND ADDITIONAL WORK

Assa Abloy performs services in addition to what is covered by the Services or this Agreement in general, the Customer will be charged for the work under Assa Abloy's hourly rate for such services (e.g. if Assa Abloy is to assist in the migration or extraction of customer data from the Services). Such services may be ordered by the Customer or the Registered Partner.

11. SERVICE LEVEL AGREEMENT (SLA)

- 11.1. Assa Abloy shall endeavour to keep the Services available for 98.9% of the time.
- 11.2. In the event of an outage or a fault preventing traffic that has lasted for a continuous period exceeding eight (8) hours, the Customer is entitled to a reduction in the fee for the Services, unless otherwise specified in the Agreement. The reduction shall be equivalent to one (1) % of a monthly fee for each full hour, in addition to the initial eight (8) hours, which the interruption or obstacle has lasted during normal service time ('normal service time' means non-holiday weekdays from 08:00 to 16:00). The time referred to in this Clause 11.2 begins to be measured from the time the defect has been notified by the Customer to Assa Abloy or Assa Abloy or the customer has received its attention.
- 11.3. The Customer's right to a reduction of the fee referred to in Clause 11.2 above shall not exceed an amount equal to [ten percent (10%)] of the annual fee the Customer is required to pay to Assa Abloy for the Services, per downtime or traffic-inhibiting fault each and individual fault, or an aggregated total of [thirty percent (30%)] ("Maximum Aggregated Total"-MAT) of the annual fee for all downtime or traffic obstruction for one year. Should any interruption, malfunction or traffic failure occur to such an extent that would have resulted in more than the MAT right to a reduction, the Customer is entitled to terminate the contract in writing.
- 11.4. A reduction or the right to termination pursuant to Clauses 11.2 to 11.3 above does not apply to any part of the outage or a fault preventing traffic attributable to the Customer, for example in the event of improper use. Charges where the outage or a fault preventing traffic is caused solely or partly by the Customer, Assa Abloy reserves the right to recover from the Customer costs proportionate to the level of fault, including costs Assa Abloy incurs in relation to other customers or third parties.
- 11.5. Assa Abloy shall endeavour to carry out maintenance between Thursday 18.00pm and Friday 18.00 pm. In the event of extensive measures, the Customer shall, as far as possible, be notified before taking action by email to the Customers contact person as per Clause 7.1.
- 11.6. Assa Abloy does not provide any form of warranty regarding the Services and they are provided "as is".

12. CUSTOMER DATA

- 12.1. The Customer hereby grants to Assa Abloy a non-exclusive licence to host and otherwise process the Customer Data to the extent reasonably required for the performance of Assa Abloy's obligations and the exercise of Assa Abloy's rights under this Agreement. The Customer also grants to ASSA ABLOY the right to sub-license these rights to its subcontractors and partners, subject to any express restrictions elsewhere in this Agreement.
- 12.2. The Customer warrants to Assa Abloy that the Customer Data will not infringe the Intellectual Property Rights or other legal rights (including but not limited to rights under GDPR of any person, and will not breach the provisions of any law, statute or regulation, in any applicable jurisdiction and under any applicable law.
- 12.3. Customer shall ensure that any data that the Customer may store when using the Services is free of viruses, trojans, worms or other malicious software and that Customer's data may not otherwise harm or adversely affect the Services or related systems. If the Customer makes his own data available, the Customer shall further ensure that it does not infringe the rights of third parties or otherwise violate the applicable law.
- 12.4. In order to ensure that Customer Data is processed in accordance with GDPR and as contemplated by the Parties, the Parties will comply with the Data Processing Agreement set out in Annex

13. PROCESSING OF PERSONAL DATA

- 13.1. In order to protect the privacy of users, special conditions apply for the processing of customer's personal data. The Customer is the data controller and Assa Abloy is the processor in relation to the processing of personal data regarding the services provided under this agreement.
- 13.2. When providing the Services, Assa Abloy may process personal data on behalf of the Customer. In such processing of the Customer's personal data, the Customer and Assa Abloy undertake to apply the terms of the Data Processing Agreement Act in Appendix 2.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. All rights, including, but not limited to Intellectual Property Rights, to the Service including the technical solution and any content of it provided or made available by Assa Abloy are owned by Assa Abloy or its rights holders. The Agreement does not transfer any rights of use or ownership to the Service to the Customer other than those granted in Clause 2.2.2 or created in connection with the performance of Assa Abloy's obligations under the Agreement to the Customer.
- 14.2. Customer undertakes to immediately inform the Assa Abloy if it becomes aware of a) infringement or suspected infringement of the intellectual property rights of Assa Abloy, or b) claims that the Services or related equipment or software infringes rights in a third party's Intellectual Property Rights.
- 14.3. The infringing party shall defend and indemnify the other Party with respect to all claims, processes, obligations, damages, reasonable costs and expenses arising out of claims by a third party relating to infringement of Intellectual Property Rights owned or used by that third party and relating to the Services or this Agreement. Assa Abloy or its insurance companies shall always have the right, where appropriate, to take over the handling of all claims related to the Services and any negotiations relating to such claims, and may thus decide solely on the defence against such action and conduct negotiations for settlement or settlement. In such cases, the customer shall provide reasonable assistance at his own expense.
- 14.4. If the Services infringe the rights of others, Assa Abloy undertakes, at its own expense, either to ensure the Customer the right to continued use of the Intellectual Property Rights or to exchange the disputed portion of the Intellectual Property Rights for any part that does not infringe the rights of another, or, if this is not deemed possible, immediately terminate the Agreement.

15. CONFIDENTIALITY

- 15.1. For the avoidance of doubt, the contents of this Agreement shall constitute Confidential Information of each of Assa Abloy and the Customer.
- 15.2. The Receiving Party agrees that it shall not:
- (a) use the Confidential Information except for the purposes of performing its obligations under this Agreement;
 - (b) use any Confidential Information so as to procure any commercial advantage; and
 - (c) disclose the Confidential Information to any third party provided that the Receiving Party shall be entitled to disclose the same to members of its Group, its or their professional advisers, financiers, consultants, insurers, auditors, sub-contractors who have a need to know the same provided always it shall procure that any of its or their employees, professional advisers, financiers, consultants, auditors, insurers or sub-contractors shall be bound by a written undertaking of confidentiality and non-use in terms no less stringent than those contained in this Clause 15.

- 15.3. The provisions of Clause 15.2 shall not apply so as to prevent disclosure of Confidential Information by the Receiving Party where such disclosure is required to be made by any court or governmental or administrative authority competent to require the same or by any applicable law or regulation. In any such case, the Receiving Party shall promptly advise the Disclosing Party of the request and provide reasonable assistance to the Disclosing Party in respect thereof and in any event shall ensure that any disclosure is accompanied by a written statement that the disclosure contains confidential and proprietary information of the Disclosing Party.
- 15.4. Upon the expiry or termination of this Agreement however caused, each party shall promptly return or destroy Confidential Information of the other party and members of its group and shall certify the completeness of the return or destruction. Where for business or regulatory compliance reasons it is necessary to retain Confidential Information, then the provisions of this Clause 15 shall continue in relation thereto.
- 15.5. Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the terms of this Agreement, the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this Clause 15, in addition to any damages or other remedy to which it may be entitled.
- 15.6. The provisions of Clause 16 (Limitation of Liability) shall not apply to any breach of the provision of this Clause 15.
- 15.7. The provisions of this Clause 15 shall continue to apply notwithstanding any expiry or termination of this Agreement.

16. LIABILITY AND LIMITATIONS OF LIABILITY

- 16.1. Nothing in this Agreement will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 16.2. The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:
- (a) are subject to Clause 16.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 16.3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 16.4. Neither party shall be liable to the other party in respect of any reputational loss, loss of revenue or income, loss of use or production, loss of business, contracts or opportunities, loss of profits, or anticipated savings.
- 16.5. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

- 16.6. The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed fifty percent (50%) of the total annual fee paid or payable by the Customer to Assa Abloy (either directly or through the Registered partner according to the payment methods in Clause 9., and additionally any reasonable attorney fees incurred as a result of the breach or claim, unless otherwise specified in this Agreement.
- 16.7. For the avoidance of doubt the parties will be liable under this clause 16, for a breach of this Agreement by their employees, sub-contractors, Registered Partner or others with whom they have shared access to the Platform or where they have otherwise knowingly or unknowingly allowed access to the Platform.
- 16.8. For the avoidance of doubt, Assa Abloy is not liable to Customer (including employees, sub-contractors, Registered Partner or any third party) for any loss of data caused as a result of interference, faults, bugs, downtime, or similar in the provision of the Services.

17. TERM OF CONTRACT AND TERMINATION

- 17.1. This Agreement shall enter into force when the Customer has signed the Agreement electronically, in accordance with Assa Abloy's instructions.
- 17.2. This Agreement shall continue in force until terminated by either party in accordance with this clause 17.
- 17.3. Either party may terminate this Agreement by giving to the other party at least 90 days written notice of termination
- 17.4. Either Party has the right to terminate the Agreement with immediate effect by giving written notice of termination to the other party if the other Party is guilty of any material breach which is either:
- (i) Incapable of remedy within 30 days; or
 - (ii) Where Assa Abloy fails to remedy the breach within 30 days or such other time period agreed in writing by the Parties.
 - (iii) Or in accordance with Clause 11.3
- 17.5. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[(other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement)]; or
 - (d) [if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.]
- 17.6. Assa Abloy has the right to terminate the Agreement where Customer fails to make payments in accordance with Clause 9.

17.7. Assa Abloy also has the right to terminate the Agreement with immediate effect if the Customer transfers the rights in the properties by sale, lease or other legal means to which the Services are linked to one or more third parties. The Agreement will remain in force in relation to the properties not transferred.

17.8. Provisions which shall by their nature remain valid shall survive the termination of the Agreement.

18. FORCE MAJEURE

18.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

18.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

18.3. If the Force Majeure Event continues for a continuous period in excess of thirty (30) days and is such that substantial performance is still being prevented, then the party not affected may immediately terminate this Agreement by serving written notice upon the party so prevented. In the case of such termination neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

18.4. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

19. ASSIGNMENT

19.1. Save as provided in Clause 19.2, neither party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of the same.

19.2. Each party shall be entitled to assign its rights and transfer any of its obligations under this Agreement to any member of its group provided that each party shall procure that any such company to whom it assigns any of its rights under this Agreement shall assign such rights back to itself or another member of its group immediately prior to its ceasing to be such a member. Any assignment made pursuant to this Clause 19.2 shall not relieve a party of any of its obligations under this Agreement.

18. WARRANTIES

18.1. Assa Abloy warrants to the Customer that:

- (a) Assa Abloy has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) Assa Abloy will comply with all applicable legal and regulatory requirements applying to the exercise of Assa Abloy's rights and the fulfilment of the Assa Abloy's obligations under this Agreement; and
- (c) The Platform and Services will conform in all material respects with the Description of Hosted Services;
- (d) It shall use reasonable endeavours to ensure the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs.

18.2. The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

18.3. Customer hereby warrants that:

- (a) owns or has otherwise obtained all rights and permissions related to any Customer Data;
- (b) Customer Materials do not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person or entity.
- (c) Customer warrants that it will provide all appropriate notices to data subjects and has obtained all appropriate consents to transfer the Customer Data to Assa Abloy and allow its processing as necessary to provide the Service in accordance with the Data Processing Agreement at Annex 2. End Customer agrees to defend, indemnify and hold harmless Assa Abloy from and against all liabilities, fines, penalties, costs and expenses, including reasonable attorney's fees, related to or arising from breach of this Clause 18.3.

18.4. Both Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

19. AMENDMENTS AND ADDITIONS

Assa Abloy reserves the right to amend the terms of this Agreement. Such amendments shall take effect thirty (30) days after the amendment has been communicated to the Customer. If the Customer does not accept the amended terms, the Customer has the right to terminate the Agreement or a particular Service from the date the amendment take effect.

20. NOTICES

20.1. Any notice under this agreement shall:

- (a) be in writing
- (b) marked to the attention of "The Directors"
- (c) be deemed to be received when sent to a party's registered office by:
 - (i) first class prepaid post, 3 days after it is posted;
 - (ii) by courier or by hand delivery, upon delivery if delivered before 4.00pm on any business day, and the next business day if delivered after 4.00pm.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.2. For the purposes of this clause, "writing" shall include email, if previously agreed by the Parties.

21. SUBCONTRACTING

21.1. Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement[, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question].

21.2. The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

22. GENERAL

- 22.1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 22.2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 22.3. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 22.4. This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

23. CHOICE OF LAW AND DISPUTE RESOLUTION

- 23.1. This Agreement shall be governed by [Local AA Entity Jurisdiction], without regard to its conflict of laws rules.
- 23.2. Disputes arising out of this Agreement shall be finally settled by the competent [Local AA Entity Jurisdiction] court.

APPENDIX 1

SERVICE DESCRIPTION

BACKGROUND

Assa Abloy will provide the Customer with access to an Incedo™ Business Cloud solution, providing administration of the relevant Incedo hardware installed on the Customer's premises, referred to as the "System" and as detailed below on the Order Form. No Incedo hardware or product warranty will be provided as part of this Agreement. The service will be provided from the date of order acceptance until terminated by either party in accordance with the Terms and Conditions.

1. DESCRIPTION

The Service includes the following features:

Incedo Business Cloud System

- # Instances as requested on the completed order form
- # Online Doors as requested on the completed order form
- 500 Credential Holders
- Four (4) operator Accounts

Server, Storage and Backup

- Updates (including security updates and applicable feature and functionality)
- Latest versions of the Incedo Business Cloud application

Assa Abloy provides that the Services the Customer has ordered can be accessed via the Internet. However, Assa Abloy is unable to guarantee the availability of the internet. Assa Abloy provides the Customer and the Registered Partner, where applicable, with login information automatically at the start of the Service using the name and emails for login as stated on this Order Form.

System backups are performed daily, in the event of any errors, the information can be reset to latest working backup. If the Customer for any reason causes destruction of data, and wants a restoration made to an earlier edition, it may be possible for a fee according to Assa Abloy's applicable hourly rate for such services.

Security updates are included in the Service and are implemented on an ongoing basis by Assa Abloy. The Service also allows Assa Abloy to update functions, user interfaces and all software included in the Service when applicable.

2. SUPPORT

The customer can contact Assa Abloy's support with questions regarding the operation of the Service. For opening hours including how to reach your local technical support team, see your regional ASSA ABLOY website.

User and troubleshooting support is not included in the Service and is usually handled by a Registered Partner.

3. CUSTOMER RESPONSIBILITY

It is the Customer's responsibility to update the hardware before it becomes incompatible with the Service. Assa Abloy will provide the necessary Update files to the Registered Partner on request so they may be applied to the hardware. In the event of important security Updates, the Customer may be informed at short notice that an Update is required. If the Customer does not update the hardware in accordance with the instructions, there is a risk that the Service will not work as intended.

The customer is responsible for ensuring that there is a working connection between the access control hardware and the Internet.

The customer is responsible for the management of operator Accounts.

4. **INFORMATION**

Information about the Service is communicated via email to the Customer and the Registered Partner (if you have chosen a Registered Partner in connection with your order).

5. **ADDITIONAL ORDERS**

To add or amend the Service, an additional order is required and made via the Order Form in accordance with the procedure described in the Agreement. Only Customers or Registered Partners with the Customers authority can place an additional order to expand the Customer's system.

6. **SERVICES**

Below are information about the services that can be selected for the "INCEDO BUSINESS CLOUD" The list of services that can be selected will continue to expand as the service develops and this list will be regularly updated

<u>SKU</u>	<u>Description</u>
INC-XSL	Incedo Business Cloud – Yearly License Fee Capacity to manage up to 16 Doors and 1 Instances
INC-SML	Incedo Business Cloud – Yearly License Fee Capacity to manage up to 32 Doors and 2 Instances
INC-MED	Incedo Business Cloud – Yearly License Fee Capacity to manage up to 64 Doors and 4 Instances
INC-LRG	Incedo Business Cloud – Yearly License Fee Capacity to manage up to 128 Doors and 8 Instances
INC-XLG	Incedo Business Cloud – Yearly License Fee Capacity to manage up to 256 Doors and 16 Instances
INC-CHU	+250 credential holders upgrade (maximum number of credential holders is 1000)
INC-ADM	Additional system administrator

APPENDIX 2

Data Processing Agreement

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions

"Agreement" means this data processor Agreement including the Schedules, as amended from time to time.

"Assa Abloy" means [Assa Abloy contracting entity]

"Business Day" means a day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for general banking business in the jurisdiction where the Customer is incorporated, other than for Internet banking services only;

"EU Model Clause Agreement" means the relevant EU model clauses for the transfer of personal data to third countries;

"EU Personal Data Legislation" means (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") (ii) local legislations remaining in force after 25th May 2018, and (iii) any local legislations where additional regulatory requirements to the GDPR are implemented and any amendments made thereto;

"Master Agreement" means as the Agreement defining the commercial relationship between the parties and further described in Schedule 1;

"Party"/"Parties" means the Customer and Assa Abloy separately, or jointly, as the case may be;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed by Supplier, or a subcontractor, in the performance of services.

"Project" means as described in Schedule 1 and implemented by the Customer (including all associated services provided by Assa Abloy, from time to time);

"Purpose" means as described in Schedule 1;

"Regulatory Requirements" means the EU Personal Data Legislation , such legislation as may replace the aforementioned legislation from time to time, such local legal requirements specified by the local jurisdiction (and in case of discrepancies or contradictions between different rules or regulations, the one which provides the highest degree of privacy and/or information security shall apply) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to Assa Abloy's provision of the services;

"Supervisory Authority" means any court, regulatory agency or authority which, according to applicable laws and/or regulations (including the Regulatory Requirements), supervises privacy issues and/or the processing of personal data.

1.2. Construction

Non-capitalised terms and expressions used in this Agreement, e.g. "data subject", "controller", "personal data", "processing", "processor", "third country" etc., shall be construed in accordance with the meaning given to them in the EU Personal Data Legislation. The personal data processed by Supplier in its provision of the services is

limited to the personal data transmitted by Customer, or on its behalf, or by end users, directly into the infrastructure where the service is hosted. The personal data types that may be used to perform the service are those specifically set forth in Schedule 1.

2. SPECIAL UNDERTAKINGS OF THE PARTIES

2.1. Roles, ownership of personal data, processing and purpose

- 2.1.1. The Customer shall be considered the controller of the personal data processed on its behalf and in accordance with its instructions, and Assa Abloy shall be considered a processor of the personal data processed on behalf of the Customer.
- 2.1.2. The Supplier may only process the Customer's personal data for the Purpose and to the extent it is necessary for the fulfilment of Assa Abloy's obligations under this Agreement or the Master Agreement. In the event that Assa Abloy infringes the Regulatory Requirements by determining the purposes and means of processing (e.g. by processing the personal data in violation of the Purpose), the processor will be regarded as the controller in respect of that processing and shall be fully liable as the controller for such processing under the Regulatory Requirements including in relation to any sanctions under the said provisions.
- 2.1.3. The Supplier acknowledges that, between the Parties, all rights, title and interest in the personal data processed as a result of this Agreement is vested solely in the Customer, irrespective of whether and to what extent Assa Abloy is considered to be a controller of the personal data.

2.2. Special undertakings of the Customer

The Customer, undertakes to:

- (a) Ensure that there is a legal ground for processing the personal data covered by this Agreement;
- (b) Inform Assa Abloy about any erroneous, rectified, updated or deleted personal data subject to Assa Abloy's processing.
- (c) To maintain any registration required by EU Personal Data Legislation.

Customer represents and warrants that the personal data it provides to Supplier for processing can be processed lawfully (e.g., lawful collection, compliance with obligation to inform, and compliance with the applicable data privacy law) and for the purpose of providing the services. Customer shall not, by any act or omission, put Supplier or its subcontractors in breach of any data privacy laws in connection with the processing of personal data. Customer shall ensure that personal data is accurate, adequate and complete. Additionally, if required, Customer warrants that it will provide all appropriate notices to end users and has obtained all appropriate consents to transfer personal data to Supplier, or to allow Supplier to lawfully collect personal data directly from end users, and allow its processing as necessary to provide the services in accordance with this Agreement.

2.3. Special undertakings of Assa Abloy

Supplier undertakes to:

- (a) Only process personal data in accordance with Regulatory Requirements and the Customer's documented instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Regulatory Requirements; in such a case, Assa Abloy shall inform the Customer of that legal requirement before processing the personal data, unless such information is prohibited by the Regulatory Requirements on important grounds of public interest.
- (b) Ensure that only such employees (of Assa Abloy or its subcontractors) which must have access to the personal data in order to meet Assa Abloy's obligations under this Agreement have received appropriate training and instructions regarding processing of personal data as well as

committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- (c) Taking into account the nature of the processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk (and as a minimum the security measures further described in Schedule 1) and assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in the EU Personal Data Legislation;
- (d) Assist the Customer in ensuring compliance with the obligations pursuant to GDPR, Articles 33 to 36 (e.g. assisting the Customer in case of Personal Data Breach, when conducting data protection impact assessments and prior consultations);
- (e) On termination or expiry of this Agreement, at the Customer's request, delete or return to the Customer all copies of personal data processed on behalf of the Customer, except where necessary to retain such personal data strictly for the purposes of compliance with law;
- (f) Make available to the Customer all documents and information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by it, in accordance with Clause 4; and
- (g) Otherwise comply with the Regulatory Requirements in its daily business.

3. SUBCONTRACTORS

- 3.1. Should Assa Abloy wish to engage a subcontractor, it shall obtain the Customer's prior written approval, which shall not be unreasonably withheld or delayed. For the avoidance of doubt, the Customer fully and explicitly consent to the use of the subcontractors with whom Assa Abloy has Agreements in place at the time this Agreement enters into force. The Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other subcontractors, thereby giving the Customer the opportunity to object to such changes.
- 3.2. The appointment of any subcontractor is subject to the subcontractor being bound by a written contract which states that it must adhere to substantially the same data protection and privacy as Assa Abloy under this Agreement. Upon request, the Customer shall be entitled a copy of the contract between Assa Abloy and the subcontractor.
- 3.3. [INTENTIONALLY OMITTED]
- 3.4. The Customer may decide that a subcontractor shall no longer be involved in the processing of personal data on behalf of the Customer if (i) the Customer can give reasonable grounds as to why it considers the subcontractor's performance to be materially deficient, or (ii) the Customer reasonably determines that the subcontractor is, or will be, unable to effectively perform its responsibilities in accordance with this Agreement. If the Customer makes such a decision, Assa Abloy shall either (i) remove such subcontractor as promptly as is reasonably possible; and (ii) permit Customer to terminate its use of the impacted services, without penalty.
- 3.5. The Supplier shall remain responsible for all obligations performed and any omission to perform or comply with the provisions under this Agreement by subcontractors to the same extent as if such obligations were performed or omitted by Assa Abloy. The Supplier shall also remain the Customer's sole point of contact.

4. AUDIT RIGHTS AND LOCATIONS

- 4.1. The Customer or an auditor of Customer's choice, or a Supervisory Authority shall have the right to perform audits of Assa Abloy's processing of the Customer's personal data (including such processing

as may be carried out by Assa Abloy's subcontractors, if any) in order to verify Assa Abloy's, and any subcontractor's, compliance with this Agreement.

- 4.2. The Supplier will, during normal business hours and upon reasonable notice (whereby a notice period of thirty (30) Business Days shall always be deemed reasonable), provide to the Customer personnel or its hired consultants, its internal or external auditors, inspectors, and regulators reasonable access to the parts of facilities where Assa Abloy is carrying out processing activities, to personnel, and to all data and records (including tools and procedures) relating to the processing. The Customer's auditors and other representatives shall comply with Assa Abloy's reasonable work rules, security requirements and standards when conducting site visits.

If any Supervisory Authority:

- (h) contacts Assa Abloy with respect to its systems or any processing of personal data carried out by Assa Abloy,
 - (i) (ii) conducts, or gives notice of its intent to conduct, an inspection of Assa Abloy with respect to the processing of personal data, or
 - (j) (iii) takes, or gives notice of its intent to take, any other regulatory action alleging improper or inadequate practices with respect to any processing of personal data carried out by Assa Abloy, then Assa Abloy shall subject to any restrictions imposed by the Supervisory Authority, immediately notify the Customer shall subsequently supply the Customer with all information pertinent thereto to the extent permissible by law. Notwithstanding the aforesaid, any Supervisory Authority shall always have direct and unrestricted access to Assa Abloy's premises, data processing equipment and documentation in order to investigate that Assa Abloy's processing of the personal data is performed in accordance with the Regulatory Requirements.
- 4.3. The Supplier shall at all times keep a comprehensive and up to date record of where the IT system(s) used to process personal data on behalf of the Customer is located. For the avoidance of doubt, this shall include the locations of any IT systems belonging to any subcontractor(s). Upon request, Assa Abloy shall promptly provide the Customer with a copy of the record.
- 4.4. The Customer shall have the right to perform an audit of Assa Abloy's processing of the Customer's personal data (including such processing as may be carried out by Assa Abloy's subcontractors, if any) without prior notice to Assa Abloy where the Customer has the knowledge that a breach involving the Customer's personal data has been caused by Assa Abloy or Assa Abloy's subcontractor. Where the audit demonstrates that Assa Abloy or Assa Abloy's subcontractor has caused the breach, the cost of remediation and the cost of the audit will be met by Assa Abloy.
- 4.5. Other than as described in Clause 4.5, each Party shall bear its own costs for audits set out herein except where the audit reveals non-compliance with this Agreement or the Regulatory Requirements, in which case Assa Abloy shall bear all costs of the audit.
- 4.6. The supplier will use reasonable endeavours to enable the customer to perform a physical audit of subcontractor facilities in so far as the supplier is able to do so.

5. INTERNATIONAL PERSONAL DATA TRANSFERS

- 5.1. With respect to personal data originating from, or processed on behalf of, the Customer within EU/EEA and transferred to Assa Abloy's subcontractors within the EU/EEA, what is set out in Clause 3 regarding subcontractors shall apply.
- 5.2. With respect to personal data originating from, or processed on behalf of, the Customer within EU/EEA, but accessed or otherwise processed by Assa Abloy or a subcontractor in jurisdictions outside the EU/EEA (including through the use of cloud based IT solutions) Assa Abloy undertakes that no such transfer of the Customer's personal data will take place without the prior written Agreement of the

Customer and subject to having entered into the EU Model Clause Agreement either between Assa Abloy and the Customer and/or the Customer and the subcontractor. The Parties agree that any disputes arising under an EU Model Clause Agreement shall be treated as if they had arisen under this Agreement.

- 5.3. Clause 5.2 shall not apply if (i) the jurisdiction in which Assa Abloy or subcontractor is established has been deemed by the European Union as a jurisdiction with adequate protection for personal data or (ii) if Assa Abloy, and/or its subcontractors located in the U.S. has joined and continues to participate in Privacy Shield. In which case Assa Abloy undertakes to promptly inform the Customer if it is reliant on the provisions of this Clause 5.3 for any processing or sub-processing or if Assa Abloy and/or its subcontractors within the U.S. no longer would be eligible for transfers under the Privacy Shield. Should the European Union subsequently deem Privacy Shield as being inadequate for the transfer of personal data to the U.S. Assa Abloy agrees to replace reliance on Privacy Shield with whichever mechanism the Customer proposes as a replacement, such as the EU Model Clause Agreement.

6. REMUNERATION

- 6.1. The Supplier shall not be entitled to additional remuneration based on this Agreement.

7. TERM AND TERMINATION

- 7.1. This Agreement shall enter into force on the Effective Date and may be terminated by the Customer giving thirty (30) days written notice, unless terminated earlier due to a material breach of the terms of this Agreement, in which case this Agreement shall be terminated with immediate effect if the other Party fails to cure such breach in a satisfactory manner within fifteen (15) days after the other Party's written demand thereof.
- 7.2. On termination of this Agreement for any reason, Assa Abloy shall cease to process the personal data processed on behalf of the Customer and shall arrange for the prompt and safe return to the Customer (or its nominated third party) in a common readable format agreed by the parties, or destruction, at the Customer's sole option, of all such personal data together with all copies in its possession or control unless storage of the personal data is required under the Regulatory Requirements. The Customer may require Assa Abloy to promptly confirm in writing to the Customer that Assa Abloy has returned or destroyed all copies of such personal data.

8. LIABILITY AND INDEMNIFICATION

- 8.1. Each Party shall indemnify and hold the other Party harmless from and against all losses due to claims from third parties including government/authority fines and penalties resulting from, arising out of or relating to any breach by such first-mentioned Party of this Agreement.
- 8.2. Any loss suffered by a Party resulting from, arising out of or relating to a breach of this Agreement by the other Party that is not due to claims from third parties under Clause 8.1 shall be governed by the provisions regarding liability and limitation of liability in the Master Agreement.

9. NOTICES

- 9.1. All notices to a Party under this Agreement shall be in writing and sent to its address as set forth at the beginning of this Agreement or in the Accession Notice (as applicable), or to such other address as such Party has provided the other in writing for such purpose. Notices may be sent by post, courier, fax or email.
- 9.2. Notices shall be deemed to have been duly given (i) on the day of delivery when delivered in person or by courier, (ii) three (3) Business Days after the day when the notice was sent when sent by post, and (iii) on the day when the receiver has manually confirmed that it is received when sent per fax or email.

10. MISCELLANEOUS

10.1. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

10.2. This Agreement sets forth and constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof and all prior Agreements, understandings or promises with respect thereto are superseded hereby. For the avoidance of doubt, in the event of any inconsistencies between the provisions of this Agreement and any other Agreement between the Parties, the terms of this Agreement shall prevail with respect to the data protection obligations of the Parties, including the liability and indemnification regime set out in Clause 8 of this Agreement.

10.3. No amendment, modification, release or discharge of this Agreement shall be binding upon the Parties unless in writing and duly executed by authorised representatives of the Parties.

11. GOVERNING LAW AND DISPUTES

Provisions regarding governing law and disputes are set forth in the Master Agreement, or in the absence of a clear alternative in the Master Agreement this Agreement will be governed by and shall be construed in accordance with the laws of Republic of Ireland. *The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the [Local AA Entity Jurisdiction]*

The parties have indicated their acceptance of this Agreement by signing the Order Form.

SCHEDULE 1

Purpose: The purpose of processing is for Assa Abloy to provide the Customer with Incedo™ Business Cloud and related services. Personal Data types processed are selected by the Customer.

Breakdown of data:

Personal Data types	Purpose of Processing	Data Retention Period
First and last name Email address Job title Telephone number Employer information Employer address	Onboarding the End User Organization to the service. Applies to Administrators	30 days from termination of the Service
First and last name Email address Title Suffix	Identification of end users.	30 days from termination of the Service
Application state, events and usage statistics	Improving service performance and providing technical support.	3 years in deidentified form

Location of the Platform: Hosted by the company Amazon Web Services (“Hosting Provider”) – Platform currently located in the United States

Delivery of the data by client: API or user interface over HTTPS

Sub-processors:

Company	Country	Purpose
Google LLC	US	API Gateway, Google Analytics
Amazon Web Services	US, Ireland	Infrastructure, security and integration services
HSL Mobile	UK	Deliver one-time passwords via SMS for two-factor authentication to mobile phones.
Rapid 7 LLC	US	Central storage and analysis of application log files
Mixpanel	US	Usage analytics data from the HID Origo SDK

Location(s) of Support Services: US, India, Mexico, Brazil, UK, Hong Kong, China, Japan, Australia