

GENERAL TERMS AND CONDITIONS

- CRITICAL INFRASTRUCTURE

THESE GENERAL TERMS AND CONDITIONS govern the provision of Software as a Service, Seos Credential Services and Hardware from the ASSA ABLOY Group company specified in the Agreement ("**ASSA ABLOY**"), and the customer named in the Agreement ("**Customer**"). Support services, Training Services and Installation Services are subject to the execution of a separate agreement. Each of ASSA ABLOY and Customer shall also be referred to as a "**Party**" or, in the collective, the "**Parties**."

NOW THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS

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

- 1.1. "**ABLOY BEAT or BEAT**" means the access solution developed and owned by the ASSA ABLOY Group, sold by the Critical Infrastructure division, consisting of a Bluetooth enabled padlock, the Application Beat App, and CIPE Manager.
- 1.2. "**Affiliate**" means a legal entity that directly or indirectly through one or more intermediaries is controlling, controlled by or under common control with any of the Parties. For the purposes of this definition, the term "control" shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.
- 1.3. "**Agreement**" means the Order and Order Confirmation in writing which refer to these General Terms and Conditions, and any schedules (including these General Terms and Conditions), addendums or other attachments thereto (including any specific terms and conditions for the Service).
- 1.4. "**APIs**" means application programming interfaces.
- 1.5. "**Application**" means a software application, developed and owned by the ASSA ABLOY Group, intended for smart phones and other mobile communications devices, and being required for an End User to be able to use the Mobile Access Services (such software application being licensed to End Users under a separate end user license agreement).
- 1.6. "**ASSA ABLOY Group**" means the group of companies of which ASSA ABLOY AB, corporate registration number 556059-3575, is the ultimate controlling entity.
- 1.7. "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general banking business (other than for Internet banking services only) in the jurisdiction where ASSA ABLOY is incorporated.
- 1.8. "**CIPE Manager or CIPE**" means the access management solution CIPE Manager developed and owned by the ASSA ABLOY Group, intended for computers and licensed to the Customer under the Agreement.
- 1.9. "**CLIQ Web Manager or CLIQ**" means the software solution CLIQ Web Manager developed and owned by the ASSA ABLOY Group, intended for computers and licensed to the Customer under the Agreement, including (i) the machine-coded version and user interface of the software, (ii) the source code of the software, if provided to the end user by ASSA ABLOY, (iii) upgrades of the software, (iv) all material, data, documentation and other written material included in the software, and (v) the visual appearance of the software.
- 1.10. "**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. The terms and conditions of an Agreement shall be treated as Confidential Information.
- 1.11. "**Customer Content**" means End User Data and other information and data used or submitted by Customer and End Users in connection with licensed Services.
- 1.12. "**Documentation**" means the Specifications and, in the event the provision of which is required for use of the Hardware or any of the Services, any proprietary information or documentation made available to Customer by ASSA ABLOY for use in conjunction with the Hardware or Service, including any information available online through the Service.
- 1.13. "**Effective Date**" means, if the Agreement is executed by both Parties within the first fourteen days of a calendar month, the first day of that calendar month, and otherwise the first day of the next subsequent calendar month.
- 1.14. "**Embedded Software**" means any software component embedded in the Hardware.

- 1.15. **"End User"** means Customer's employee, contractor, guest or other individual that is authorized by Customer to use or benefit from the Hardware or Services as an end user.
- 1.16. **"End User Data"** means information and Personal Data of an End User submitted, provided or collected in connection with the use of Hardware or Services.
- 1.17. **"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.
- 1.18. **"GDPR"** means 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.19. **"Hardware"** means hardware (or parts) including Embedded Software (as applicable) sold by ASSA ABLOY to Customer, as set forth in the Agreement.
- 1.20. **"Installation Services"** means (i) installation services purchased by Customer or (ii) implementation services comprising upgrading of the current software and Hardware used by Customer to the latest version of such software and locking systems that has support for RFID locksets and additionally supports the Mobile Access System if purchased by Customer as identified in a separate written agreement between the Parties;
- 1.21. **"Intellectual Property Rights"** means common law and statutory rights associated with (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and "moral" rights; (c) the protection of trade and industrial secrets and confidential information; (d) all rights to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relating to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, Know-How, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.
- 1.22. **"Initial Subscription Period"** means an initial Subscription period of 12 months from the Effective Date, or such other initial Subscription period specified in the Agreement.
- 1.23. **"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.
- 1.24. **"License"** means a personal, non-exclusive, non-transferable, non-sublicenseable right to use the Software Product during the License Term based on the license model specified in the Agreement, e.g., based on the number of users, doors, locks that are Bluetooth enabled and designated to interoperate as part of the system, or other peripherals. For the Mobile Access System, the License includes upgrades of software and firmware as needed to maintain access and use the Mobile Access System or components thereof during the License Term, subject to payment of the applicable License fees.
- 1.25. **"License Term"** shall have the meaning set forth in Clause 9.1.
- 1.26. **"Mobile Access System"** means Hardware and software (excluding the Application(s)) together forming a system for use with certain wireless communication devices, which enable such devices to function as door opening and/or access solutions, comprising ASSA ABLOY's Bluetooth enabled device for use with ASSA ABLOY's Hardware; Hardware as specified in the Agreement; and ASSA ABLOY's software and firmware to enable the operation of the Mobile Access System, including interoperability with Seos Credential Services, but excluding APIs needed for Bluetooth wireless communication devices, smart phones or mobile devices used by End Users to interoperate with the Mobile Access System.
- 1.27. **"Personal Data"** means any information relating to an identified or identifiable natural person and shall be construed in accordance with applicable data protection law.
- 1.28. **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

- 1.29. **"Quote"** means a quote or other agreement in writing by ASSA ABLOY for provision of Services (and any changes to previously ordered Services) and/or Hardware, duly executed by each of ASSA ABLOY and Customer.
- 1.30. **"Renewal Subscription Period"** shall have the meaning set forth in Clause 9.1.
- 1.31. **"Seos Credential Services"** means the service provided by ASSA ABLOY and its Affiliates in connection with the operation of the Mobile Access System by Customer and End Users, to create and package Mobile IDs with End User reservation data, encrypt Mobile IDs and reservation data, and transmit in real time the encrypted Mobile IDs and End User data to the End User's Bluetooth wireless device, smart phone or mobile device and a Customer property management server over a Wi-Fi or wireless connectivity enabling the End User's Bluetooth wireless communication devices to function as a door opening and/or access solution when such devices have downloaded and registered the Application.
- 1.32. **"Services"** shall mean SaaS, Seos Credential Services, Training Services or Installation Services as specified in the Agreement or separately in writing.
- 1.33. **"Software as a Service (or SaaS)"** shall mean remote access to the Software Product installed and run on a single-tenant or multi-tenant computing platform managed by ASSA ABLOY.
- 1.34. **"Software Product"** means ASSA ABLOY's standard version of its proprietary software applications and modules, including Embedded Software, CIPE Manager and CLIQ Web Manager, as further identified in the Agreement and specified in the Specification.
- 1.35. **"Specification"** means the functional, technical and commercial specifications and terms and conditions of the Hardware or Software Product, which may include, without limitation, service descriptions, statement of works and pricing and commercial terms.
- 1.36. **"Subscription"** means the non-exclusive and non-transferable right for Customer to use the Software Product in accordance with the applicable Agreement.
- 1.37. **"Taxes"** shall have the meaning set forth in Clause 5.6.
- 1.38. **"Training Services"** shall mean training services purchased by Customer as identified in a separate written agreement between the Parties.

2. LICENSES, OWNERSHIP, AND RESTRICTIONS

- 2.1. **Scope.** These General Terms and Conditions set forth the general terms and conditions under which ASSA ABLOY sells and provides Hardware 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 Agreement expressly modifies specific terms.
- 2.2. **Grant of Rights.** In consideration of Customer's payment of the applicable fees to ASSA ABLOY, and, subject to the terms and conditions of the Agreement, ASSA ABLOY grants to Customer a License to use the Software Product as specified in the Agreement in accordance with the Documentation solely for its own internal operations. The foregoing license rights shall be restricted to the number and type of Licenses specified in the applicable Agreement. Customer shall not have the right under the Agreement to use the names ASSA ABLOY, CLIQ, CIPE, BEAT, Seos or any of the corporate or trade names, trademarks, logos services marks, symbols, insignia, or other distinguishing marks of any ASSA ABLOY Affiliate for any reason other than as provided for herein, including but not limited to advertising, publicity releases, or promotional or marketing publications, without the express prior written consent of ASSA ABLOY in each instance
- 2.3. **Ownership.** The License granted under the Agreement does not constitute a sale of the Software Product and Embedded Software, the Application or any portion of it. ASSA ABLOY and its licensors retain all right, title and interest in the Software Product, the Embedded Software, the Application, 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 are reserved by ASSA ABLOY and its licensors. There are no implied rights.
- 2.4. **Restrictions on Use.** Customer's rights to use the Software Product are subject to the following restrictions and Customer shall not, and shall not cause or permit any third party to: (a) modify or create any derivative work of the Software Product or its associated Documentation, or any portion thereof or incorporate other services, software or products in the Software Product; (b) except to the extent such activities cannot be lawfully restricted, decompile, reverse engineer or otherwise attempt to derive the underlying ideas, algorithms, structure or organization

- from the Software Product; (c) sell, license, sublicense, lease, rent, distribute or otherwise transfer copies of or rights to use the Software Product to any third party; (d) use the Software Product to submit any content that infringes or misappropriates third party rights, including intellectual property rights or to submit any content that is obscene, defamatory, offensive or malicious, (e) intentionally distribute spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature; (f) engage in, promote, or encourage illegal activity; (g) disable, interfere with or circumvent any aspect of the Software Product; (h) disclose or publish the results of any performance, functional, or other evaluation or benchmarking of the Software Product to any third party without written consent from ASSA ABLOY; or (i) remove any proprietary notices or labels on the Software Product.
- 2.5. **Customer's Grant of Rights.** Customer grants ASSA ABLOY the right to host, use, process, display and transmit Customer Content pursuant to and in accordance with the Agreement. Customer has the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content and for obtaining all rights related to each of the foregoing required by ASSA ABLOY to provide Services. Customer represents and warrants that none of the Customer Content infringes any third party rights.
- 2.6. **Third Party Applications.** The Software Product may contain or include functionality and software provided or licensed by third parties ("**Third Party Functionality**"). For any Third Party Functionality, such components shall be licensed as part of the Software Product in accordance with the terms and conditions of the Agreement and in accordance with the licensing terms of the third party provider. Notwithstanding the foregoing, all open source software provided by ASSA ABLOY is outside the scope of the Agreement and is not included in the definition of Software Product and such open source software is instead subject to the applicable open source software licenses. ASSA ABLOY accepts no liability for any Third Party Functionality or for their use, license terms or fees concerning them, or their functioning. ASSA ABLOY is only responsible for the operation of the Software Product when the Third Party Functionality has been expressly approved in writing and the Software Product is used in accordance with instructions provided by ASSA ABLOY.
- 2.7. **Beta Services.** From time to time, ASSA ABLOY may make Beta services available to Customer at no charge. Customer may choose to try such Beta services. Beta services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta services are not considered "SaaS" under the Agreement, however, all restrictions, ASSA ABLOY's rights and Customer's obligations concerning the SaaS shall apply equally to Customer's use of Beta services. Unless otherwise stated, any Beta services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta services becomes generally available without the applicable Beta services designation. ASSA ABLOY may discontinue Beta services at any time in ASSA ABLOY's sole discretion and may never make them generally available. ASSA ABLOY will have no liability for any harm or damage arising out of or in connection with a Beta service.
- 2.8. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Services (or any part thereof) ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Hardware.
- 2.9. **Trial Access.** ASSA ABLOY may provide to Customer a free trial access to and/or a demonstration version of the SaaS and/or Hardware for a maximum period of 90 days in order to enable Customer to evaluate the SaaS and/or Hardware before executing an Agreement. Customer acknowledges and agrees that Customer's access to and use of the SaaS and Hardware on such a free basis shall solely be on Customer's own risk and responsibility, on an "as is" basis, and shall at all times be in accordance with the terms and conditions of these General Terms and Conditions and any instructions or materials provided in connection with the provision of the free trial access. ASSA ABLOY hereby disclaims any and all of its obligations and liabilities under the Agreement or otherwise, to the fullest extent permitted by applicable law, arising out of Customer's access to and use of the SaaS and/or Hardware in accordance with this Clause.
- 2.10. Customer acknowledges and agrees that (a) ASSA ABLOY will be under no obligation or liability to retain Customer Content generated during the free trial access period, unless Customer executes an Agreement within 180 days from the date hereof; (b) ASSA ABLOY may change the contents of the bundle of SaaS features during the free trial access period, in which case Customer may not be able to retain settings used by or Customer Content generated during the free trial access period; (c) Customer may decide to execute an Agreement for a bundle of SaaS features which

encompass different or less features than those available to Customer during the free trial access period, in which case Customer may not be able to retain settings used by or Customer Content generated during the free trial access period; (d) ASSA ABLOY may, in its sole discretion, limit the number of users, doors, locks, keys or other peripherals connected to the SaaS, as well as the number of or specifics of the messages, reports, application programming interface API calls or other features of the service; and (e) ASSA ABLOY may, in its sole discretion, terminate Customer's access to and use of the SaaS in accordance with this Clause 2.10 at any time.

- 2.11. **Disabling of Service or part thereof.** ASSA ABLOY may disable the functionality of the SaaS, Seos Credential Services or part thereof: (a) immediately upon written notice to Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security (in which case ASSA ABLOY shall reactivate the functionality of the licensed Service when such breach has been eliminated, (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 9.2, and (d) otherwise upon termination or expiry of the Agreement.

3. PURCHASE AND DELIVERY

- 3.1. **Shipping, Delivery and Storage.** ASSA ABLOY reserves the right to make, and Customer agrees to accept, multiple shipments to fulfill an Agreement. All shipments and delivery terms are EXW (Incoterms 2020). Title and risk in and to Hardware included in a shipment transfers 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. If Customer fails to accept delivery from ASSA ABLOY at the scheduled time, the remaining purchase price owed by Customer shall still be due and payable in accordance to the original payment schedule, and any and all risks associated with the Hardware (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 Hardware at all times. Delivery of SaaS shall be deemed to occur upon the provision of a link to enable Customer to access SaaS and an account login for SaaS.

- 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 Hardware shipment. Cancellations and changes made thereafter will be evaluated on a case by case basis, and will, if accepted by ASSA ABLOY, be subject to a service charge of 490 EUR or twenty percent (20%) of the order value, whichever is higher, in addition to a fee covering costs for labour already performed and material that cannot be reused. Orders for CLIQ master keyed orders and mechanical master keyed systems cannot be cancelled or changed.

4. SCOPE OF INSTALLATION AND TRAINING SERVICES

- 4.1. **Installation and Training Services.** ASSA ABLOY shall provide Installation Services and Training Services if agreed upon in a separate written agreement between the Parties.

5. PAYMENTS, FEES, RECORDS AND TAXES

- 5.1. **Payments Generally.** Customer is required to pay a deposit of up to thirty percent (30%) of the estimated total price of a Quote upon accepting a Quote. All unpaid balances are due to ASSA ABLOY net thirty (30) days from the date on an invoice. ASSA ABLOY does NOT accept any "pay when paid" clauses or conditions, and payment is due to ASSA ABLOY regardless of any receipt of 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 30 days from the date of ASSA ABLOY's invoice, unless otherwise stated in the Agreement. All payments are non-refundable and non-creditable. Customer agrees to accept invoices without requiring a separate purchase order. In no event shall any purchase order, invoice, or any other documentation provided by Customer modify or supersede the terms of payment pursuant to the Agreement, including without limitation, the timing of when all fees are due for payment according to terms of the Agreement.
- 5.2. **Travel Expenses.** Travel and other expenses directly related to the Services will be invoiced at actual cost.
- 5.3. **Late Payments; Default interest.** Any amount by Customer hereunder which remain unpaid after the due date shall be subject to

default interest in accordance with the Interest Act (633/1982) (Fin: *Korkolaki (633/1982)*).

- 5.4. **Suspension of Service.** If any amount owing by Customer under the Agreement is 30 or more days overdue, or if Customer violates the Restrictions on Use set forth in Clause 2.4, 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 Clause 2.4.
- 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 exceed the 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 for 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 Hardware 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 an 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 AND PRIVACY; INFORMATION SECURITY

- 6.1. **End User Data Privacy.** Both parties will comply with all applicable requirements of applicable data protection laws when collecting, using, retaining, or disclosing personal information. Customer will have and abide by an appropriate privacy policy and will comply with all applicable laws, policies, and regulations relating to the collection of information from End Users and processing of Personal Data. Customer must post a privacy policy and that privacy policy must provide

notice of Customer's use of cookies, identifiers for mobile devices or similar technology used to collect data. Customer must disclose how ASSA ABLOY collects and processes Personal Data within the Services or as part of improving the Hardware and Services. ASSA ABLOY's processing of Personal Data is described in Exhibit B. Customer will ensure that each End User is provided with clear and comprehensive information about, and consents to, the processing of their Personal Data when such activity occurs in connection with the Services and where providing such information and obtaining such consent is required by law. When such consent is not required by applicable law, Customer shall ensure that it has another appropriate and required legal basis for the processing of End User Data in accordance with the Agreement and for Customer's intended purposes as may be necessary under applicable laws, rules, regulations and orders of any governmental authority having jurisdiction.

- 6.2. **Data Processing.** Customer shall promptly inform ASSA ABLOY if the GDPR is applicable to ASSA ABLOY's processing of Personal Data on behalf of Customer hereunder, in which case – and only in such a case – the provisions set forth in Clauses 6.3 - 6.7 below shall apply.
- 6.3. **Controller/Processor.** Customer shall be regarded as a controller of all Personal Data processed on behalf of Customer in accordance with its instructions. ASSA ABLOY shall be considered a processor of the Personal Data processed on behalf of Customer. ASSA ABLOY may only process Personal Data on behalf of Customer for the purposes of providing the Services and to the extent it is necessary for the fulfilment of ASSA ABLOY's obligations under this Agreement. In the event that ASSA ABLOY determines the purposes and means of processing itself, ASSA ABLOY will be regarded as the controller in respect of that processing.
- 6.4. **Special undertakings of Customer.** Customer undertakes to: (a) immediately after it is brought to Customer's attention, inform ASSA ABLOY of any erroneous, rectified, updated or deleted Personal Data subject to ASSA ABLOY's processing; (b) in a timely manner, provide ASSA ABLOY with lawful and documented instructions regarding ASSA ABLOY's processing of Personal Data; (c) before this Agreement enters into force, provide ASSA ABLOY with Customer's applicable policies and guidelines for processing Personal Data; and (d) act as the data subject's point of contact.
- 6.5. **Special undertakings of ASSA ABLOY.** ASSA ABLOY undertakes to: (a) only process Personal Data in accordance with Customer's documented instructions, including with regard to transfers of Personal Data to a third country

or an international organization, unless required or permitted to do so by applicable laws, rules, regulations or orders of any governmental authority having relevant jurisdiction; in such a case, ASSA ABLOY shall inform Customer of such a legal requirement before processing the Personal Data, unless such information is prohibited by law; (b) ensure that such employees (of ASSA ABLOY or its subcontractors) which process Personal Data on behalf of Customer have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (c) notify the controller without undue delay on becoming aware of a Personal Data Breach; (d) implement appropriate technical and organizational measures to protect the Personal Data processed by ASSA ABLOY under this Agreement, and taking into account the nature of the processing, (i) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and (ii) assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising End User's rights in relation to the processing of their Personal Data hereunder; (e) upon a timely request by Customer (except in cases of Personal Data breach in which case such request is not needed), assist the controller in ensuring compliance with law (e.g., assisting the controller in case of data breach, when conducting data protection impact assessments and prior consultations) taking into account the nature of the processing and the information available to ASSA ABLOY; (f) on termination or expiry of a Service, at Customer's request, delete or return to Customer all copies of Personal Data processed on behalf of Customer, unless required by law to retain it; and (g) make available to Customer the information necessary to demonstrate compliance with ASSA ABLOY's obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by it, in accordance with Clause 6.7. The Parties agree that the security measures taken by ASSA ABLOY fulfils ASSA ABLOY's undertakings in this Clause 6.5.

6.6. **Sub-processors.** ASSA ABLOY shall be entitled to engage subcontractors acting as sub-processors under the condition that they are bound by a written contract which states that it must adhere to the same data protection, privacy and audit obligations as ASSA ABLOY under this Agreement. Should ASSA ABLOY wish to engage a sub-processor, it shall notify Customer in advance. Customer may always, within twentyfour (24) hours from receipt of the notification, object to ASSA

ABLOY appointing that specific sub-processor. Should such objection(s) result in any additional costs or expenses for ASSA ABLOY, e.g., if the engagement of another sub-processor than the one initially proposed by ASSA ABLOY would result in additional or increased costs or expenses by ASSA ABLOY, ASSA ABLOY shall be compensated by Customer for such additional and/or increased costs and expenses. ASSA ABLOY shall remain Customer's sole point of contact, unless otherwise agreed. For the avoidance of doubt, Customer fully and explicitly consent to (i) the use of the sub-processor with whom ASSA ABLOY has agreements in place at the time this Agreement enters into force, and (ii) the use of all ASSA ABLOY Affiliates as sub-processor. The Sub-processors and other relevant specifications as reported in the Order are deemed approved by the Customer.

6.7. **Audit Rights and Locations.** Customer shall have the right to perform audits of ASSA ABLOY's processing of Personal Data on behalf of Customer (including such processing as may be carried out by ASSA ABLOY's sub-processors, if any) in order to verify ASSA ABLOY's, and any sub-processor's, compliance with this Agreement, such audits to take place in ASSA ABLOY's facilities. ASSA ABLOY will, during normal business hours and upon reasonable notice (whereby a notice period of twenty (20) Business Days shall always be deemed reasonable), provide an independent auditor, appointed by Customer and approved by ASSA ABLOY, reasonable access to the parts of facilities where ASSA ABLOY is carrying out processing activities on behalf of Customer, and to the information relating to the processing of Personal Data processed on behalf of Customer under this Agreement. The audit shall be carried out as quickly as possible and it shall not disturb ASSA ABLOY's normal business operations. The auditor shall comply with ASSA ABLOY's work rules, security requirements and standards when conducting site visits. Before commencing any audit, the independent auditor (including relevant parties/persons conducting the audit) shall enter into the non-disclosure agreement(s) provided by ASSA ABLOY. Customer is responsible for all costs associated with the audit, save for when the audit concludes a material breach of ASSA ABLOY's undertakings in violation of this Agreement. If so, ASSA ABLOY shall compensate Customer for reasonable and verified costs associated with the audit. All work product generated in the course of an audit shall be ASSA ABLOY property. For the avoidance of doubt, the audit rights set forth in this Clause 6.7 are subject to Customer's and the independent auditor's compliance with the

restrictions and limitations set forth in Clause 2.4 above.

- 6.8. A Supervisory Authority shall always have direct and unrestricted access to ASSA ABLOY's premises, data processing equipment and documentation in order to investigate that ASSA ABLOY's processing of Personal Data processed on behalf of Customer is performed in accordance with the Regulatory Requirements.
- 6.9. **International Personal Data Transfers.** With respect to Personal Data originating from, or processed on behalf of, Customer, where the processing of Personal Data is subject to any applicable regulatory requirement that prohibits or restricts (i) the transfer of Personal Data to any jurisdiction, or (ii) the processing of Personal Data in any jurisdiction (including remote access to that Personal Data from any country or territory and through the use of cloud based IT solutions), ASSA ABLOY shall not transfer or process Personal Data in contravention of any such prohibition or restriction. In such event, the Parties shall collaborate in good faith to find a feasible solution.
- 6.10. **Pseudonymization.** To the extent permitted under applicable data protection laws, ASSA ABLOY may aggregate, deidentify, or anonymize personal information so it no longer meets the Personal Data definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes. ASSA ABLOY will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.
- 6.11. **Information Security.** ASSA ABLOY will implement and maintain commercially reasonable security measures designed to meet the following objectives: (i) ensure the security of Customer Content in the custody and under the control of ASSA ABLOY; (ii) protect against unauthorized use or access to such Customer Content, and (iii) protect against any anticipated threats or hazards to the security or integrity of such Customer Content. Customer acknowledges and agrees that ASSA ABLOY may rely upon the security processes and measures utilized by ASSA ABLOY's cloud infrastructure providers. Each Party shall notify the other without undue delay upon becoming aware of a breach of security leading to the accidental or unlawful destruction, loss alteration, unauthorized disclosure or, or access to, Personal Data.

7. LIMITED WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

- 7.1. **Installation Services.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants for a period of 30 days from performance of service 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 manufacture for a period of two (2) years from the date when the Hardware product is dispatched from the factory, unless otherwise stated in Exhibit C. No credits or refunds will be given for Hardware products that are returned at a specific site. Customer shall be responsible for removing and reinstalling all the parts or components of the Hardware returned to ASSA ABLOY for repair under the warranty. Customer shall bear all risk of loss during the shipment of items and Hardware 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.
- 7.3. All Hardware, Software Products and systems that require online commissioning must be commissioned by ASSA ABLOY certified technicians/installers for the type of product being installed, or all warranties are voided.
- 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, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by service (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. **Remedies.** Subject to the conditions and limitations of liability set forth herein:

- 7.5.1. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy for a breach of the foregoing limited Installation Services warranty 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;
- 7.5.2. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy if the SaaS or Seos Credential Services does not conform to ASSA ABLOY's then current Specifications shall be ASSA ABLOY's commercially reasonable effort after receiving written notice 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 SaaS or Seos Credential Services 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 SaaS or Seos Credential Services, 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;
- 7.5.3. 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 shall be that ASSA ABLOY will either repair, replace or provide a reasonable workaround for the defective and/or nonconforming part of the Hardware after receiving written notice (such notice being received before the expiry of the warranty period) of the breach of warranty describing in reasonable detail the specific nature of the defect or non-conformity, or refund all amounts paid for such defective and/or non-conforming Hardware.
- 7.6. **Disclaimer of Warranties.** Customer expressly acknowledges and agrees that the use of each of the Services and Hardware is at Customer's sole risk. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 7.5 ABOVE 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 HARDWARE OR SERVICES RESULTING FROM (A) NEGLIGENCE, ABUSE, OR MISAPPLICATION (B) USE OF THE HARDWARE 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 HARDWARE WITH OTHER HARDWARE OR SOFTWARE. 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.
- 7.7. **Third Party IPR Claims.** In the event that Hardware or a 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 Hardware or Service; (b) substitute the Hardware or Service with other substantially similar hardware or service; or (c) terminate the license for the infringing portion of the Hardware or Service. THIS CLAUSE 7.7 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.
- 7.8. What is set forth above in this Clause 7 applies only the latest available version of the Software Product, and does not apply to any previous version or versions of the Software Product.
- 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 PERSON, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF HARDWARE OR SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF ANY REPRESENTATION OR WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE), EVEN IF ASSA ABLOY OR ITS 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 for death or personal injury caused by ASSA ABLOY's negligence; nor for fraud or fraudulent misrepresentation.
- 7.11. The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable law. 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) alterations or modifications to the SaaS, Embedded Software or Hardware made by or on behalf of Customer (b) combinations of using the SaaS, Embedded Software or Hardware 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; (c) Customer's willful misconduct or unauthorized use of SaaS, Embedded Software or Hardware; (d) any violation by Customer of third party rights including but not limited to privacy and data protection rights or breach of Clause 7.1; (e) from Customer's use of or submission of Customer Content through the Service; or (f) Customer's access to and use of a Service in accordance with Clause 2.9

9. TERM AND TERMINATION

- 9.1. **Term.** The term of Agreement shall commence on the Effective Date of the Agreement and shall remain in force during the Initial Subscription Period and any Renewal Subscription Period or until terminated in accordance with the terms hereof ("**License Term**"). Following expiry of the Initial Subscription Period, and any Renewal Subscription Period, the Subscription Period will automatically renew at ASSA ABLOY's prices in effect at the time of such renewal, for an additional period of 12 months years at a time (each a "**Renewal Subscription Period**") following the end of the Initial Subscription Period and any subsequent Renewal Subscription Period, unless terminated in writing by either Party by giving three months' notice of such party's intent not to renew prior to the end of the Initial Subscription period or the then applicable Renewal Subscription Period. Any such notice of intent not to renew shall be given in accordance with the terms hereof. No such automatic renewal shall occur at any time following the termination of the Agreement in accordance with the terms hereof
- 9.2. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to Customer in the event 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 written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice; or (iii) immediately upon registered letter if Customer commences bankruptcy proceedings, makes composition with its creditors, is subject to the appointment of an administrator or is subject to any other similar proceedings or otherwise proceedings that have the same or similar effects or if the other Party could reasonably be deemed to be insolvent. Without limiting ASSA ABLOY's other

rights in the Agreement, if ASSA ABLOY terminates the Agreement pursuant to this Clause, Customer will pay any unpaid fees covering the remainder of the License Term.

- 9.3. **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 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 and the terms of the Agreement shall survive any termination with respect to such Quotes for the duration of the term of such Quotes.
- 9.4. **Effect of Termination.** Upon any expiry or termination of the Agreement, all rights granted to Customer in relation to the Services will immediately cease and Customer shall cease using the licensed Service, or if Customer should otherwise discontinue using the licensed Service, Customer shall destroy all copies of the Documentation and any related materials in any form.
- 9.5. **Handling of Customer Content in the event of Termination.** Upon request by Customer made within 30 days after the effective date of termination or expiration of the Agreement, ASSA ABLOY will make Customer Content available to Customer for export or download as provided in the Documentation. After such 30-day period, ASSA ABLOY will have no obligation to maintain or provide any Customer Content.

10. CONFIDENTIALITY

- 10.1. **Confidentiality.** Customer agrees to maintain and protect all Confidential Information and keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care and may use it only for the purposes for which it was provided 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 the ASSA ABLOY prior written notice and provides reasonable assistance so as to afford it the opportunity to object or obtain a suitable protective order.

- 10.2. **Remedy for Breach.** Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its confidentiality obligations under the Agreement, and that monetary damages will be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees, notwithstanding Clause 7.5, 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 Hardware 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 SaaS, Hardware, Embedded Software or other technology 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 to access or use any Software Product or Customer Content in or via an embargoed country, which would prohibit such access or in any violation of any export law or regulation. Proscribed countries are set forth in the applicable export regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies, represents, warrants and undertakes that Customer is not 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. **Third Party Rights.** This agreement does not confer any rights on any person or party other than the parties to this agreement and, where applicable, their successors and permitted assigns.
- 11.5. **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 Italy, without giving effect to its provisions of choice of law. The provisions of the International Sale of Goods Act (1987:822) and the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any Quote or transaction hereunder.
- 11.6. **Jurisdiction.** Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be devolved to the exclusive jurisdiction of the Italian courts and the exclusive and binding jurisdiction of the Court of Bologna, Italy.
- 11.7. **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 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 11.6 will be void. If subcontractors are used by ASSA ABLOY for the processing of Personal Data on Customer's behalf, the obligations set forth in these
- General Terms and Conditions with respect to Personal Data shall be imposed on those subcontractors, and ASSA ABLOY shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes, in each case if required under applicable data protection laws.
- 11.8. **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. 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.
- 11.9. **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.
- 11.10. **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 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.
- 11.11. **Survival.** Terms and conditions which by their nature extend beyond the License Term shall survive the termination or expiry of the Agreement, including Customer's obligations under Clauses 2.3, 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.
- 11.12. **Waiver.** No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. Notwithstanding the foregoing, provisions on

complaints and limitation periods, such as in Clause 7 hereof, shall apply.

- 11.13. **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 in this agreement.

EXHIBIT A - SPECIFIC TERMS AND CONDITIONS

These Specific Terms and Conditions for Mobile Access Services are hereby incorporated into the General Terms and Conditions. Capitalized terms used in these Specific Terms and Conditions shall have the meaning set forth in the General Terms and Conditions, unless specifically defined herein.

1. DESCRIPTION OF MOBILE ACCESS SYSTEM

Mobile Access System, as used herein means equipment and software (excluding the Application(s)), together forming a system for use with certain wireless communication devices, which enable such devices to function as access solutions, comprising the following (as further specified in the Quote):

- (a) ASSA ABLOY's Bluetooth enabled (BLE) device for use with ASSA ABLOY's locking systems;
- (b) Any of the following ASSA ABLOY access solutions at a minimum. Other access solutions may be available:
 - (i) ASSA ABLOY's Signature®, Classic® and Essence brand in-room stand-alone radio frequency identification (RFID) door locking systems with wireless online capability; and
 - (ii) ASSA ABLOY's VisiOnline™ locking solution software for stand-alone RFID locking systems with wireless online capability; and
 - (iii) ASSA ABLOY's PROTEC2 CLIQ access management solution, including the CLIQ Web Manager but excluding the Application CLIQ Connect; and
 - (iv) ASSA ABLOY's BEAT access solution including CIPE Manager, but excluding the Application BEAT App; and such other products and/or systems/system components, e.g., Vostio Access Management System, as may be mutually agreed upon by amendment hereto.
- (c) ASSA ABLOY's software and firmware to enable the operation of the Mobile Access System in accordance with the Master Services Agreement, including interoperability with Seos Credential Services (defined below), but excluding application programming interface(s) ("APIs") needed for Bluetooth wireless communication devices, smart phones or

mobile devices used by End Users to interoperate with the Mobile Access System.

- (d) Seos Credential Services, which means the service provided by ASSA ABLOY and its Affiliates in connection with the operation of the Mobile Access System by Customer and End Users, to create and package Mobile IDs with End User reservation data, encrypt Mobile IDs and reservation data, and transmit in real time the encrypted Mobile IDs and End User data to the End User's Bluetooth wireless device, smart phone or mobile device and a Customer property management server over a Wi-Fi or wireless connectivity enabling the End User's Bluetooth wireless communication devices to function as a door opening and/or access solution when such devices have downloaded and registered the Application.

2. NETWORK RESPONSIBILITY

- 2.1. Network provision, including sufficient Wi-Fi or other wireless network access for Mobile Access System devices, End User devices such as smartphone or other mobile devices, and service tool devices is the responsibility of Customer. Customer is responsible to ensure internet connectivity with consistent throughput and coverage. The network configuration must allow the Mobile Access System devices access to continuous access to internet. Network configuration and white listing of devices must be done prior to or during system installation. ASSA ABLOY makes no undertaking, representation or warranty as to the functionality of the Mobile Access System when network configuration changes without taking into account the system devices and integrations.

3. CHANGES

- 3.1. ASSA ABLOY or an Affiliate of ASSA ABLOY reserves the right at any time or for any reason to modify, change, update or enhance the Application ("**Changes**"). Customer acknowledges and agrees that Changes may affect the Applications distributed to End Users as well as the Mobile Access System or the Seos Credential Services requiring Customer to make changes to its internal managing of the Mobile Access Services at Customer's sole cost to enable forwards compatibility with the Mobile Access System. ASSA ABLOY will endeavour to provide reasonable advance

notice (via email) prior to publishing Changes of the Application.

- 3.2. Changes to the Application released by ASSA ABLOY or an Affiliate of ASSA ABLOY may be subject to restrictions, including without limitation restrictions on use, identified at the time of release of such Changes and, in consideration for this license grant, Customer agrees to abide by such restrictions when offering the Mobile Access Services to its End Users.

4. TRADEMARK LICENSE

- 4.1. Customer must display the Seos Trademark logo on and in connection with offering the Mobile Access Services to its customers. Subject to and conditioned upon Customer's compliance with the terms of this Agreement, ASSA ABLOY therefore grants to Customer, a revocable, non-exclusive, non-transferrable, non-sublicensable limited license to use and display the Seos Trademark logo in connection with the Mobile Access Services, provided such use and display is at all times consistent with the guidelines and requirements relating to such use and display as ASSA ABLOY may establish from time to time including, without limitation, the Seos branding guidelines., and all quality control requirements relating to such use of a mark. Customer shall comply with all requirements of ASSA ABLOY with regard to such use and display of the Seos Trademark, including without limitation termination of such use and display if required by ASSA ABLOY.

5. DISABLING OF MOBILE ACCESS SYSTEM

- 5.1. Customer may request that ASSA ABLOY disable the Mobile Access System at Customer's facilities for any reason. ASSA ABLOY will upon such request (made in writing) promptly disable the Mobile Access System at the facilities.
- 5.2. ASSA ABLOY may disable the Mobile Access System at the Facilities: (a) immediately upon notice to Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security; (b) on thirty (30) days' written notice to Customer in the event of a material breach of the terms of this Agreement by Customer; (c) in the event of termination of this Agreement (in which event no specific notice for disabling the System is required); or (d) immediately upon notice to Customer in the event of third party claims of infringement, violation or misappropriation of intellectual

property rights, in which event ASSA ABLOY will credit Customer with any fees paid by Customer for the time of such disablement.

- 5.3. ASSA ABLOY will reactivate the Mobile Access System when the events causing ASSA ABLOY to disable the Mobile Access System as set forth in Section 5.2 (a), (b) or (d) above, no longer exists.
- 5.4. Customer will promptly report to ASSA ABLOY any threatened or actual breach of security or unauthorized access to or use of the Mobile Access System of which it has knowledge.

6. ON-SITE TRAINING

- 6.1. On-Site Training. On-site training for the products and/or SaaS must be completed by an ASSA ABLOY certified technician/trainer.

**EXHIBIT B –
DATA PRIVACY STATEMENT**

ASSA ABLOY and its Affiliates provides this Privacy Statement (hereafter, “**Notice**”) in order to demonstrate ASSA ABLOY’s commitment to privacy. ASSA ABLOY recognizes the importance of safeguarding Personal Data. “**Personal Data**” means any information relating to an identified or identifiable natural person and shall be construed in accordance with applicable data protection law.

This Notice applies solely to information collected by ASSA ABLOY via the Access Management Services, Mobile Access Services and Location Solutions Services under the Agreement.

This Notice does not apply to Personal Data processed outside of the Services. For the avoidance of doubt, it does not apply to any mobile access application developed by Customer or any third party. Customer is the entity that subscribes to the Services from ASSA ABLOY or its authorized reseller.

PERSONAL DATA WE COLLECT

ASSA ABLOY collects, processes, and retains the following information about End Users when Customer or End Users use the Services:

Role	Vostio Access Management		Vostio Location Services		Mobile Access Services		Appli-cation	Abloy Beat	
	Controller	Processor	Controller	Processor	Controller	Processor	Controller	Controller	Processor
Name, surname		x		x			x		x
Email address		x		x			x		Optional
Telephone number				x					x
Type of End User (i.e., guest, employee)		x		x			x		
System role		x		x			x		x
Access key data, digital credentials		x					x		
Access point logs (i.e. doors)		x					x		x
Guest booking reference		Optional					x		
Guest booking details (i.e. duration of stay)		x					x		
Alert device and data				x					
Indoor location, time stamps				x					
Geofence data (present or not)				x					

	Vostio Access Management		Vostio Location Services		Mobile Access Services		Application	Abloy Beat	
Reports, operational events		x		x					x
Information related to the End User determined by the Customer (i.e., home address, tax number, social security number, employee number, job title)									Optional
Organization									x
Property information		x		x			x		
Analytics data	x		x				x	x	
System/crash log files	x		x				x	x	
Service & Security logs	x		x				x		
Device details (i.e., model) and OS information	x		x				x	x	
Billing information	x		x						
Mobile App support ID								x	

HOW WE USE PERSONAL DATA

ASSA ABLOY will use Personal Data to operate and make available Services to Customer and End Users, and for the purposes of: (a) analyzing log files for purposes of providing enhanced customer support, (b) for managing and creating reports of property assets such as locks and alert beacon devices and the End User account that was used for configuration; (c) issuing and managing access credentials for End Users; d) managing alert devices and alerts' lifecycle and configuring alert devices and assign responders (e) analyzing configuration and usage data for billing purposes; (f) processing audit trails and log files to provide bug fixes, improve ASSA ABLOY's services and alert customers if needed; (g) for purposes of initial configuration deployment, and (h) in the case of pseudonymized data, for the purposes of testing, investigating usage patterns, and enhancing our products and services.

ASSA ABLOY discloses Personal Data as set forth in the Clause titled "Transfer of Personal Data" below. At such time as ASSA ABLOY determines that it no longer requires Personal Data in connection with the Services, or as required by applicable law, ASSA ABLOY will permanently delete Personal Data from ASSA ABLOY's systems and records. ASSA ABLOY may retain and use Personal Data as necessary to comply with legal obligations, resolve disputes, and enforce its agreements.

REASONS WE SHARE PERSONAL DATA

ASSA ABLOY will not disclose to a third party (except to its service providers as set forth in the Clause titled "Transfer of Personal Data") or use Personal Data other than as set forth in this Notice without first obtaining documented permission from Customer. ASSA ABLOY does not sell Personal Data processed on behalf of Customer to third parties.

DISCLOSURE REQUIRED BY LAW

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

HOW TO ACCESS & CONTROL PERSONAL DATA

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

DATA SECURITY

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

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

TRANSFER OF PERSONAL DATA

ASSA ABLOY may transfer Personal Data to companies that help provide Services. Transfers to third parties (for example, ASSA ABLOY's hosting providers) are covered by service agreement with ASSA ABLOY. For additional information, please see the Clause titled "Data Security" above. Customer will be notified via email and/or a prominent notice on ASSA ABLOY's site or application through which an Application is provided of any change in uses of Personal Data, as well as any choices Customer may have regarding Personal Data.

ASSA ABLOY may also disclose Personal Data as set forth in the "Disclosures Required by Law" Clause above.

ASSA ABLOY collects information under the direction of its Customer and has no direct relationship with the End Users whose Personal Data is processed within the Services, except when End Users download the Application from App Store, Google Play or similar.

OBLIGATIONS UPON TERMINATION

After termination or expiry of Customer's subscription for a Service, ASSA ABLOY shall delete or render un-identifiable all Personal Data processed on Customer's behalf within that Service unless otherwise required or permitted by law.

NOTICE CHANGES

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

CHILDREN'S PRIVACY

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

Contact Us: privacy.criticalinfrastructure@assaabloy.com.

EXHIBIT C - WARRANTY TERMS FOR HARDWARE

These Warranty Terms are hereby incorporated into the General Terms and Conditions. Capitalized terms used in the Warranty Terms shall have the meaning set forth in the General Terms and Conditions, unless specifically defined herein.

1. DEFINITIONS

"Time of Manufacturing" means the date stamped to the Hardware by ASSA ABLOY as specified in Section 4 in this Exhibit C.

"Time of Delivery" means the date when the Hardware is dispatched from the Abloy Joensuu factory.

2. WARRANTY PERIOD

The warranty for Hardware set out in Section 7 of the General Terms and Conditions shall apply during the time periods below.

2.1. Construction Locking and Industrial Locking Products:

Mechanical, Electromechanical and Mobile Access products (e.g. PROTEC2, PROTEC2 CLIQ, PULSE, BEAT) Cylinders, padlocks, cam locks, keys, key blanks, the warranty period is two (2) years from the Time of Delivery.

2.2. Door handles, Pulls, Door and Window Hardware:

The warranty period is two (2) years from the Time of Delivery.

2.3. Door Closers and Fire Door Closing Systems (product group 'DC and FD'):

The warranty period is two (2) years from the Time of Manufacturing.

2.4. Swing Door Operators and Impulse Devices:

The warranty period is two (2) years from the Time of Manufacturing.

2.5. Electric Locks, Mechanical lock cases and their Accessories:

The defect liability period is two (2) years from the Time of Manufacturing.

2.6. Other ABLOY Products:

The warranty period is two (2) years from the Time of Delivery.

2.7 Spare parts

The warranty period for spare parts is twelve (12) months from the Time of Delivery.

3. SPARE PARTS AVAILABILITY AFTER PRODUCT DISCONTINUATION

Spare parts or complete compatible or replacing Hardware product will be available for five (5) years after the product has been discontinued by ASSA ABLOY. ASSA ABLOY gives a minimum three (3) months prior written notice before the production of a product is discontinued. ASSA ABLOY publishes the notice in ABLOY CORE.

4. TIME OF MANUFACTURING STAMPED IN HARDWARE PRODUCTS

Door Closers manufactured by Abloy Oy

The Time of Manufacturing is stamped on the end cap of the door closer body.

DC240	Product code
10	Week of manufacturing (week 10)
19	Year of manufacturing, 2019

ABLOY DA Swing door Operators

The Time of Manufacturing is stamped in the sticker inside the operator.

ABLOY DA460 Swing Door Operators:	
DA460	Product code
S/N 993	Serial number
20.2.2019/PRA	Manufacturing date-month-year/tested by PRA

ABLOY DB Swing Door Operators:

ART NO 1000134	Product code
TYPE EMSW-230	Product type
1903	Manufacturing year-week (2019, week 03)
25202	Serial number

ABLOY Electric Locks

The Time of Manufacturing is stamped in the product label on the lock case cover.
In the label there is space for marking the Time of Installation.

ABLOY Mechanical Lock Cases

The Time of Manufacturing is stamped in the sticker on the lock case cover.

02/20

Manufacturing month-year (February, 2020)

The Time of Manufacturing is stamped on the back side of the LP7xx series striker plates.

01/20

Manufacturing month-year (January, 2020)