

General Terms and Conditions

THESE GENERAL TERMS AND CONDITIONS, including the appended Attachments and/or Exhibits ("**Terms**"), govern the provision of Products and Services between ASSA ABLOY (SA) (PTY) LTD Global Solutions business area ALCEA (Reg. No. 1971/008368/07) or its Affiliate(s) ("**ASSA ABLOY**"), and the Customer. Each of ASSA ABLOY and the Customer may be referred to individually as a "**Party**", or collectively as the "**Parties**." Ancillary services, including, but not limited to, installation, maintenance, support and training, may be subject to the execution of a separate Agreement and/or Exhibit appended hereto. These Terms shall be incorporated by reference and made part of any and all separate Agreement(s) as between ASSA ABLOY and the Customer.

If the Customer is a Reseller, the Customer's supply or resale of ASSA ABLOY's Products and Services to an End-Customer shall be subject to these Terms and a separate distribution agreement between the Customer and ASSA ABLOY as may be applicable. The Reseller hereby agrees that it shall incorporate these Terms into all of its separate transactions with End-Customers.

The Customer, in order to use ASSA ABLOY's Software Products or SaaS, shall accept and be bound by the ASSA ABLOY End User License Agreement ("**EULA**") and Subscription Agreement (as applicable), and the Customer shall ensure that its Affiliates, agents, contractors, employees and End-Customers accept and be bound by the ASSA ABLOY EULA and Subscription Agreement. The Customer acknowledges that it shall be liable to, and shall indemnify and hold ASSA ABLOY harmless for any breaches or violations of the ASSA ABLOY EULA and/or Subscription Agreement by its Affiliates, agents, contractors, employees and End-Customers, who would not have had access to, and use of, such Software Products and SaaS, but through the Customer.

In the event of any inconsistency between these Terms and the terms of an Attachment or Exhibit, the terms of the Attachment or Exhibit shall govern. In the event of any inconsistency between these Terms and the terms of an Agreement, the terms of the Agreement shall govern, unless the Attachment or Exhibit expressly states that its terms shall govern over an Agreement.

These Terms apply to the exclusion of any other terms which the Customer seeks to impose or incorporate, or which are implied by Law, trade custom, practice or course of dealing. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification, or other document shall form part of these Terms. The Customer waives any right it might otherwise have to rely on any terms endorsed upon, delivered with or contained in any documents of the Customer, whether introduced directly or indirectly by way of reference or otherwise, and that is inconsistent with these Terms.

1. Definitions

Capitalised terms herein have the following meanings:

1.1. "**Account Confirmation**" means any official or unofficial communication issued by ASSA ABLOY, setting out, *inter alia*, the acceptance and approval or rejection of an Application Form and the terms of Credit made available to the Customer, if any.

1.2. "**Affiliate**" means a legal entity which either Controls or is Controlled by a party or is under common Control with a party.

1.3. "**Agreement**" means an agreement in writing containing commercial terms relating to the lease, sale, credit terms, supply or support of the Products and/or Services between ASSA ABLOY and the Customer, which incorporates these Terms, including, but not limited to any Application or Customer Information Form completed and signed by or on behalf of the Customer, quotes, licenses, Orders, purchase orders, and any schedules, addendums or other Attachments or Exhibits thereto.

1.4. "**Anti-Bribery Law**" means bribery, fraud, kickback or other similar anti-bribery and corruption Laws or regulations to which either Party is subject in performing its obligations under this Agreement.

1.5. "**API**" or "**API's**" means application programming interfaces provided by ASSA ABLOY.

1.6. "**Data Protection Law(s)**" means the Law(s) of the jurisdiction governing the Agreement(s) to which ASSA ABLOY and the Customer are subject, and which relates to the protection of Personal Data (inclusive of Biometric Data), including, but not limited to, statutes such as BIPA of 3 October 2008, Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, UK Data Protection Act 2018, CCPA, the GDPR of 27 April 2016 and the South African Protection of Personal Information Act 4 of 2013 ("**POPIA**").

1.7. "**Application**" means a software application, developed, and owned by ASSA ABLOY.

1.8. "**Application Form**" means the Customer Information Form or Application for Account and/or Credit Facility Form completed and signed by the Customer containing *inter alia*, the details of the Customer and incorporating these Terms by reference.

1.9. "**Attachment**" means a document or item which is intended to be incorporated and made part of these Terms, and which is appended to, and made part of, these Terms.

1.10. "**Biometric Data**" means Personal Data resulting from specific technical processing relating to the physical, physiological, or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as eye scans, facial images, electronic voice recordings or fingerprints.

1.11. "**Bribe**" means an offer, promise, giving, soliciting or receipt of a financial or other gratification to or from another person, directly or indirectly, immediately or in future, to induce that person to perform improperly a relevant function or activity, or reward that person for the improper performance of such a function or activity, or knowing or believing that the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity.

1.12. "**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. **“Confidential Information”** means the Documentation and confidential information of ASSA ABLOY or its Affiliates, including but not limited to: data, drawings, audit findings, benchmark tests, specifications, trade secrets, algorithms, source code, object code, know-how, formulas, processes, ideas, inventions (whether patentable or not), customer lists, schematics and other technical, business, financial, marketing and product development plans, forecasts, strategies and information, and any information disclosed by ASSA ABLOY hereunder or under an Agreement. The terms and conditions of an Agreement shall be treated as Confidential Information.

- 1.13. **“Credit”** means the deferral of a Customer’s obligation to pay for Products and/or Services acquired from ASSA ABLOY as and when applicable.
- 1.14. **“Control”** means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:
- (a) by means of the holding of shares, or the exercise of voting power, in or in relation to that or any other body corporate; or
 - (b) by virtue of any powers conferred by the constitutional or corporate documents, regulating that or any other body corporate or any other document, or
 - (c) by other legal means,

and a **“Change in Control”** in relation to that body corporate, occurs if a person who Controls it ceases to do so or if another person acquires Control of it.

- 1.15. **“Customer”** means the customer named in the Application Form or any Order(s) or Agreement(s) that constitutes an order to purchase or license ASSA ABLOY’s Products and/or Services.
- 1.16. **“Customer Content”** means Personal Data and other information and data used by or submitted to ASSA ABLOY by End Customers and End Users in connection with the use of the Products and/or Services.
- 1.17. **“Data Privacy Statement”** means the data privacy statement that applies to information processed by ASSA ABLOY, via a Service and/or Product hereunder or under an Agreement and appended hereto as an Exhibit.
- 1.18. **“Documentation”** means the functional, technical and commercial specifications of the Product or Service (if applicable), which may include, without limitation, service descriptions, service level agreements as applicable, statements of work and pricing, and any proprietary information or documentation made available to the Customer by ASSA ABLOY for use in conjunction with the Products and/or Services, including any information available through the Services.

- 1.19. **“Economic Sanctions and Export Control Laws”** means all economic sanctions and export control Laws, regulations, rules or restrictive measures, including, but not limited to import and export restrictions on materials and items, adopted and enforced by governmental authorities of the EU, UK, UN or US or any other relevant governmental or regulatory authority, applicable to ASSA ABLOY or the Customer.
- 1.20. **“Effective Date”** means the date on which the application as contemplated in the Account Confirmation has been approved by ASSA ABLOY or in the event of a cash sale, the date on which the first Order is accepted by ASSA ABLOY. .
- 1.21. **“Embedded Software”** means any software component embedded in the Hardware.
- 1.22. **“End Customer”** means the Customer, or if the Customer is a Reseller, the end customer to which the Reseller sells ASSA ABLOY’s Products and/or Services through a written sales transaction (such as a quote or purchase order), as applicable for the internal use of such Customer, and not for further resale.
- 1.23. **“End User”** means the End-Customer’s employee, contractor, guest or other individual that is authorised by the Customer to use or benefit from the Products and/or Services as an end user.
- 1.24. **“End User License Agreement”** (or **“EULA”**) means the ASSA ABLOY End User License Agreement displayed to the End User or the End Customer when accessing and using the Software Product, Application or Service or using the Product. In the event of conflict between these Terms and the End User License Agreement, the latter shall govern with respect to the subject matter contained therein and any EULA displayed to the End User through a Software Product or Service shall prevail over the EULA attached hereto.
- 1.25. **“Exhibit”** means a document with an identifying mark which is referenced to within these Terms or an Agreement and appended to these Terms or an Agreement.
- 1.26. **“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, natural disasters, 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.
- 1.27. **“Hardware”** means hardware or equipment (or parts) including Embedded Software (as applicable) sold by ASSA ABLOY to the Customer, as set forth in the applicable Agreement.
- 1.28. **“Installation Services”** means: (a) installation services purchased by the End Customer or (b) implementation services comprising upgrades of Products and/or Services used by the End Customer to the latest version.

- 1.29. **"Intellectual Property Rights"** means common law and statutory rights associated with: (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) all rights to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relating to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, know-how, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.
- 1.30. **"Initial Period"** means an initial period of twelve (12) months from the Effective Date, for which these Terms, and the terms of an Agreement, shall be in full effect and force on the Parties, or such other initial period specified in the Agreement.
- 1.31. **"Law/s"** means any law of general application and includes common law and any statute, constitution, decree, treaty, regulation, directive/ direction, ordinance, by-law, order or any other enactment or legislative measures of government (including local and provincial government), statutory or regulatory body which has the force of law, or regulates the conduct of ASSA ABLOY.
- 1.32. **"License"** means a non-exclusive, non-transferable, non-sublicensable right to use the Services and/or Software Product (including but not limited to Embedded Software) during the License Term based on the license model specified in the Agreement.
- 1.33. **"License Term"** shall have the meaning set forth in Clause 9.1.
- 1.34. **"Listed Persons"** means individuals and entities listed, or parties that are owned or Controlled by one or more individuals or entities listed, in Economic Sanctions and Export Control Laws.
- 1.35. **"Military End-Use"** : means the use of Products, in their entirety or in part, for any military end-use or by any military End User, including for any purpose in connection with chemical, biological or nuclear weapons, military items or by any national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organisations.
- 1.36. **"Official"** means any official, employee, agent or representative of, or any other person acting in an official capacity for or on behalf of, any:
- (a) government, including any entity owned or controlled thereby,
 - (b) political party, party official or political candidates,
 - (c) public international organization, or
 - (d) any individual who holds a legislative, administrative or judicial position of any kind or exercises a public function for or on behalf of a country, a public agency or a public enterprise.
- 1.37. **"Order"** the Customer's order for the Products and Services, as may be set out in the Customer's purchase order form in response to an ASSA ABLOY quotation, or the Customer's written acceptance of ASSA ABLOY's quotation, as the case may be.
- 1.38. **"Payment Term"** shall mean any payment term agreed to by ASSA ABLOY in terms of any Account Confirmation sent to the Customer by ASSA ABLOY.
- 1.39. **"Personal Data or Personal Information"** means any information relating to an identified or identifiable natural or juristic person and shall be construed in accordance with applicable Data Protection Law.
- 1.40. **"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.
- 1.41. **"Product"** means deliverables, including but not limited to, Hardware or other tangible goods manufactured or supplied by ASSA ABLOY to the Customer, and expressly excluding Services and Software.
- 1.42. **"Renewal Period"** shall have the meaning set forth in Clause 9.1.
- 1.43. **"Reseller"** means the authorised entity from which the End Customer purchased ASSA ABLOY's Products and/or Services subject to a written sales transaction.
- 1.44. **"Service(s)"** shall mean SaaS, Training Services, Installation Services, maintenance and support, decommissioning, software development projects or remote software applications, including APIs, managed by ASSA ABLOY, as specified in an Agreement.
- 1.45. **"Software Development Kit"** (or "SDK") means ASSA ABLOY'S software development kit (in object code format).
- 1.46. **"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.
- 1.47. **"Software Product"** means ASSA ABLOY's standard version of its proprietary software applications, APIs and modules, as further identified in the Agreement.
- 1.48. **"Special Categories of Personal Data"** means particular types of Personal Data that are subject to enhanced safeguards under various applicable Data Protection Laws due to their sensitive nature, and includes, but is not limited to, health-related data, identity numbers, credit card numbers and driving license details.

- 1.49. **"Subscription Agreement"** means the terms of service and use, attached hereto as an Exhibit, as may be amended by ASSA ABLOY from time to time, or the service-specific terms of service and use presented to the End User or End Customer, as the case may be, for acceptance when accessing and using the SaaS, Software Product and/or Service.
- 1.50. **"Support"** means such maintenance and support services as purchased by the Customer and/or End Customer as identified in the Agreement, Attachment(s) or Exhibit(s).
- 1.51. **"Taxes"** shall have the meaning set forth in Clause 5.7.
- 1.52. **"Training Services"** shall mean training services purchased by the Customer as identified in the applicable Agreement(s).

2. Licenses, Ownership, and Restrictions

- 2.1. **Grant of Rights.** In consideration of payment of the applicable fees to ASSA ABLOY, and, subject to the terms and conditions of the Agreement, ASSA ABLOY grants to the Customer a License to use the Products and/or Services as specified in the Agreement, and 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. The Customer shall not have the right under the Agreement to use the name ASSA ABLOY or any of the corporate or trade names, trademarks, logos services marks, symbols, insignia, or other distinguishing marks of ASSA ABLOY or any ASSA ABLOY Affiliate for any reason other than as provided for herein, including but not limited to, advertising, publicity releases or promotional or marketing publications, without the express prior written consent of ASSA ABLOY in each instance.
- 2.2. **Ownership.** The License granted under the Agreement does not constitute a sale of the Software Product or any portion thereof. ASSA ABLOY and its licensors shall retain all rights, title and interests in the Software Product and associated Documentation, and all translations and derivative works thereof, including any materials, inventions, or works developed through ASSA ABLOY's performance of Services, and all Intellectual Property Rights embodied therein or relating thereto. All rights not expressly granted under the Agreement are reserved by ASSA ABLOY and its licensors. There are no implied rights.
- 2.3. **Restrictions on Use.** The Customer's rights to use the Software Product are subject to the following restrictions and the Customer shall not, and shall not cause or permit any third party to: (a) modify or create any derivative work of the Service, inclusive of SaaS and Software Products or its associated Documentation, or any portion thereof or incorporate other services, software or products in the Software Product; (b) except to the extent such activities cannot be lawfully restricted, decompile, reverse engineer or otherwise attempt to derive the underlying ideas, algorithms, structure or organisation from the Service, SaaS or Software Product; (c) sell, license, sublicense, lease, rent, distribute or otherwise transfer copies of or rights to use the Service, SaaS or Software Product to any third party; (d) use the Service, SaaS or Software Product to submit any content that infringes or misappropriates third party rights, including intellectual property rights or to submit any content that is obscene, defamatory, offensive or malicious, (e) intentionally distribute spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature; (f) engage in, promote, or encourage illegal activity; (g) disable, interfere with or circumvent any aspect of the Service, SaaS or Software Product; (h) disclose or publish the results of any performance, functional, or other evaluation or benchmarking of the Service, SaaS or Software Product to any third party without written consent from ASSA ABLOY; or (i) remove any proprietary notices or labels from the Service, SaaS or Software Product.
- 2.4. **Customer's Grant of Rights.** The Customer grants ASSA ABLOY the right to host, use, process, display and transmit Customer Content pursuant to and in accordance with the Agreement. The Customer has 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 the Services. The Customer represents and warrants that none of the Customer Content infringes any third party rights.
- 2.5. **Third Party Applications.** The Service, SaaS or Software Product may contain or include functionality and software provided or licensed by third parties ("**Third Party Functionality**"). For any Third Party Functionality, such components shall be licensed as part of the Service, SaaS or Software Product in accordance with the terms and conditions of the Agreement. Notwithstanding the foregoing, all open source software provided by ASSA ABLOY is outside the scope of the Agreement and is not included in the definition of Service, SaaS or Software Product and such open source software is instead subject to the applicable open source software licenses.
- 2.6. **Beta Services.** From time to time, ASSA ABLOY may make Beta services available to the Customer at no charge. The Customer may choose to opt in for such Beta services. Beta services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta services are not considered "SaaS" hereunder or under the Agreement, however, all restrictions on use, ASSA ABLOY's rights and the Customer's obligations concerning the SaaS shall apply equally to the Customer's use of Beta services. Unless otherwise stated, any Beta services trial period will expire upon the earlier of one (1) 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 and at ASSA ABLOY's sole discretion and may never make them generally available. ASSA ABLOY will have no liability for any harm caused or damage arising out of or in connection with a Beta service.
- 2.7. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Services and SaaS (or any part thereof) and ASSA ABLOY shall have no liability

in any manner whatsoever for modifying, replacing, or supporting discontinued Hardware.

- 2.8. **Trial Access.** ASSA ABLOY may provide to the Customer free trial access to and/or a demonstration version of the Products and Services, for a maximum period of ninety (90) days, to enable the Customer to evaluate the Products and/or Services before executing an Agreement. The Customer acknowledges and agrees that the Customer's access to and use of the Products and/or Services on such a free trial basis shall solely be on the Customer's own risk and responsibility, on an "as is" basis, and shall at all times be in accordance with these Terms, as well as any instructions or materials provided in connection with the provision of the free trial access. ASSA ABLOY hereby disclaims any and all of its obligations and liabilities herein and under the Agreement or otherwise, to the fullest extent permitted by applicable Law, arising out of the Customer's access to and use of the Products and/or Services in accordance with this Clause 2.8. The 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 the Customer executes an Agreement within one hundred and eighty (180) days from the date that the trial access commences; (b) ASSA ABLOY may change the contents of the bundle of Service features during the free trial access period, in which case the Customer may not be able to retain settings used by, or Customer Content generated during the free trial access period; (c) the Customer may decide to execute an Agreement for a bundle of Service features which encompass different or less features than those available to the Customer during the free trial access period, in which case the Customer may not be able to retain settings used by, or Customer Content generated during the free trial access period; (d) ASSA ABLOY may, at its sole discretion, limit the number of users, doors or other peripherals connected to the Service, as well as the number of, or specifics of the messages, reports, API calls or other features of the Service; and (e) ASSA ABLOY may, at its sole discretion, terminate the Customer's access to and use of the Service in accordance herein at any time.
- 2.9. **Disabling of Service or part thereof.** ASSA ABLOY may disable the functionality of the Service or part thereof: (a) immediately upon written notice to the 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 the 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; or (d) otherwise upon termination or expiry of the Agreement.
- 2.10. **ASSA ABLOY SDK and/or API USE.** Use of an API or SDK is subject to ASSA ABLOY's SDK License Agreement and other applicable terms and conditions.

3. Purchase and Delivery

- 3.1. **Shipping, Delivery and Storage.** ASSA ABLOY reserves the right to make, and the Customer agrees to accept, multiple

shipments to fulfil an Agreement. All Product shipments and delivery terms are Ex Works (EXW) (Incoterms 2020). Risk in and to Products included in shipments transfer to the Customer at the time the carrier signs the bill of lading or at the time the Products are placed at the delivery location for acceptance by the Customer in accordance with the Agreement. All freight and shipping costs are the responsibility of the Customer, are estimates only and remain subject to change. Title in and to the Products transfers to the Customer upon ASSA ABLOY's receipt of full and final payment, without any set-off. If the Customer fails to accept delivery from ASSA ABLOY at the scheduled time, the remaining purchase price owed by the Customer shall still be due and payable in accordance with the original payment terms, and any and all risks associated with the Product (or parts) to be delivered, shall be solely borne by the Customer. All shipping and storage costs incurred by ASSA ABLOY due to the Customer's delay or failure to accept delivery shall be fully reimbursed by the Customer. The Customer is solely responsible for providing a safe and secure storage location for Products at all times. Products are to be stored in a secure manner. Delivery of a Software Product shall be deemed to occur upon the provisioning of a link to enable the Customer to download the software. Delivery of SaaS shall be deemed to occur upon the provision of a link to enable the Customer or End Customer, as applicable, to access SaaS together with an account login for the SaaS.

- 3.2. **Cancellations.** Any request to cancel an Order must be received by no later than thirty (30) days prior to the scheduled Product shipment date. All Product cancellations are subject to a restocking charge equal to fifteen percent (15%) of the invoiced or quoted price of the Products cancelled. Orders for special, custom or non-stock Products cannot be cancelled. If the Customer has ordered Installation or Training Services and the Customer cancels such Services within ten (10) Business Days prior to the scheduled performance of such services, the Customer shall reimburse ASSA ABLOY for any costs associated with the cancellation, including but not limited to, travel, lodging, meals, and ten percent (10%) of the labour charges set forth in the applicable Agreement.
- 3.3. **Restrictions.** The Customer may not resell any Products or Services to third parties, including but not limited to parents, Affiliates or subsidiaries, without prior written consent from ASSA ABLOY, unless the Customer is a Reseller. The term "resell", or "resale" shall include any resale, lease, licence, sublicense or other transfer or delivery of any Products or Services. The Customer acknowledges, agrees and consents that it shall be subject to all the obligations, liabilities and responsibilities of a Reseller as set forth in this Agreement, or other applicable Agreements, if the Customer has received written consent from ASSA ABLOY to resell any Products or Services.

4. Scope of Installation and Training Services

- 4.1. **Installation and Training Services.** ASSA ABLOY shall provide the Installation Services and Training Services as may be set forth in an Agreement(s).

5. Payments, Fees, Records and Taxes

- 5.1. **Payments General.** The Customer may be required to pay a deposit of up to fifty percent (50%) of the estimated total price of an Agreement prior to delivery/shipment/installation. ASSA ABLOY does not accept "pay when paid" or conditions, and payment is due to ASSA ABLOY regardless of any receipt of funds/monies from a third party. The Customer shall be responsible for all costs and expenses (including legal fees and court costs) incurred by ASSA ABLOY in connection with any overdue balance. The 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. ASSA ABLOY shall be entitled to invoice the Customer for the Products on or at the time of delivery as set forth in Clause 3.1, and for the Software Product, Service or SaaS at the end of the month during which the Software Product, Services or SaaS was provided. All payments are due and payable in full within the Payment Term and in the currency in accordance with the relevant provisions of the Agreement. All payments are non-refundable and non-creditable.
- 5.2. **Delivery and Travel Expenses.** Prices are stated exclusive of delivery charges which will be payable in addition to Products which are required to be delivered. Travel and other expenses directly related to the Products and Services will be invoiced and payable within the Payment Terms as set out in any Account Confirmation or Agreement.
- 5.3. **Tax Invoices.** The Customer agrees to accept the receipt of electronic tax invoices, credit notes and debit notes from ASSA ABLOY, which will be transmitted via e-mail, and both Parties agree to comply with the recordkeeping requirements as set forth in the South African Value-Added Tax Act 89 of 1991, the Tax Administration Act 28 of 2011 and the Electronic Communications and Transactions Act 25 of 2002.
- 5.4. **Late Payments; Default interest.** If a Party fails to make a payment due to the other Party under the Agreement by the due date, then, without limiting the other Party's other remedies hereunder, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest hereunder will accrue at a rate of 2% per month, or the maximum rate allowable by Law, whichever is greater.
- 5.5. **Suspension.** If any amount owing by the Customer under the Agreement is thirty (30) or more days overdue, or if the Customer violates the Restrictions on Use set forth herein, ASSA ABLOY may, without limiting its other rights and remedies, suspend the provision of Products and/or Services to the Customer until such amount is paid in full or, as applicable, the Customer remedies its violation of these Terms.
- 5.6. **Records and Audit Rights.** ASSA ABLOY reserves the right to run usage reports against the Customer's system(s) for the sole purpose of determining the Customer's number of

active users, Hardware items or other peripherals for which the Customer needs a License ("**Required Licenses**"). Where the number of Required Licenses exceed the number of purchased Licenses set forth in the Agreement, ASSA ABLOY shall either notify the Customer, who shall within ten (10) Business Days, reduce the Required Licenses to be consistent with the purchased Licenses, or ASSA ABLOY may charge the Customer for payment for the excess usage, which may be charged retroactively.

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

6. Processing of Personal Data

Processing of Customer Personal Data

- 6.1. **Data Processing Commitment.** The Customer's privacy is very important to ASSA ABLOY and ASSA ABLOY will use reasonable efforts to ensure that any data, including Personal Data, provided by the Customer, or which is collected from the Customer, is stored in a secure manner.
- 6.2. **Validity of Data.** The Customer agrees to give (where applicable) honest, accurate and current information about the Customer to ASSA ABLOY and to maintain and update such information when necessary.
- 6.3. **Purpose.** Personal Data collected from the Customer may be used for, *inter alia*, the following reasons:
- (a) to perform our obligations as described in these Terms or an Agreement;
 - (b) to set up and manage your account, for example, by sending you notifications of changes to your account details;
 - (c) to comply with local or international legal, auditing, operational or recordkeeping requirements to which ASSA ABLOY is subject, such as tax or financial reporting requirements;
 - (d) to detect and prevent fraud and money laundering and/or in the interest of security and crime prevention;

- (e) to detect and prevent any breach of Sanctions and Export Control Laws, regulations, rules or restrictive measures to which ASSA ABLOY is subject;
 - (f) for Direct Marketing. Please refer to the privacy statement available on our website for further information on how to opt out of Direct Marketing activities (<https://www.alceaglobal.com/en/privacy-center/privacy-notice>).
- 6.4. **Related Party Information.** The Customer acknowledges that where Personal Data relating to related parties of the Customer has been supplied to ASSA ABLOY, the Customer has made such related parties aware of the collection and processing of such Personal Data and that the relevant parties have given their voluntary consent for such processing.
- 6.5. **Voluntary Disclosure.** The Customer acknowledges that any information supplied to ASSA ABLOY in terms of this Agreement is provided voluntarily.
- 6.6. **Consent.** By submitting any information to ASSA ABLOY in any form, the Customer acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by ASSA ABLOY under applicable Law and in the manner contemplated above, which consent shall, in the absence of any written objection received from the Client, be indefinite and/or for the period otherwise required in terms of any applicable Law.
- 6.7. **Restrictions and Indemnity.** Unless the Customer has consented, ASSA ABLOY will not sell, exchange, transfer, rent or otherwise make available any Personal Data about the Customer (such as name, address, email address, telephone or fax number) to other parties and the Customer indemnifies ASSA ABLOY from any unintentional disclosures of such information to unauthorised persons.
- 6.8. **Complaints.** Should the Customer believe that ASSA ABLOY has utilised the Customer's Personal Data contrary to applicable Law, the Customer shall first resolve any concerns with ASSA ABLOY. If the Customer is not satisfied with such process, the Customer has the right to lodge a complaint with the Regulator.
- Data Processing Agreement*
- 6.9. **Data Protection Law Compliance.** Both Parties will comply with all applicable requirements of applicable Data Protection Law. This is in addition to, and does not relieve, remove or replace a party's rights or obligations or rights under the applicable Data Protection Law in their respective roles as controller or processor of Personal Data.
- 6.10. **End Customer Agreement.** By entering into this Agreement, the End Customer agrees to all actions taken by ASSA ABLOY in connection with the processing of Personal Data, provided that these are in compliance with the Data Privacy Statement.
- 6.11. **End User Lawful Basis.** Subject to Clause 6.9, the End Customer will ensure that it has all the required consents, notices, or other applicable bases in place to enable the lawful collection and transfer of End Users' Personal Data to ASSA ABLOY for the duration of the Term and for purposes of this Agreement. In this context, the Customer must disclose how ASSA ABLOY collects and/or processes Personal Data in accordance with the Data Privacy Statement. If sensitive data, such as Biometric Data or Special Categories of Personal Data including health-related information is or will be processed, the End Customer must ensure that any additional conditions and/or legal requirements for processing of such data are met.
- 6.12. **Controller/Processor.** ASSA ABLOY shall be considered a processor of the Personal Data processed on behalf of the End Customer. When ASSA ABLOY determines the purposes and means of processing itself, (a) to administer the Services; (b) to improve and ensure quality; (c) to ensure security; (d) to analyse and troubleshoot the Services, including the collection of surveys and statics; (e) for the purposes as set out in Clause 6.3; and (f) for billing purposes, ASSA ABLOY will be regarded as the controller in respect of that processing. More information can be found in ASSA ABLOY South Africa's Product Privacy Statement attached to these Terms.
- 6.13. **Special undertakings of End Customer.** The End Customer undertakes to: (a) immediately after it is brought to the End Customer's attention, inform ASSA ABLOY of any erroneous, rectified, updated or deleted Personal Data subject to ASSA ABLOY's processing; (b) in a timely manner, provide ASSA ABLOY with lawful and documented instructions regarding ASSA ABLOY's processing of Personal Data; and (c) act as the data subject's point of contact.
- 6.14. **Processor Undertakings.** Without prejudice to the generality of Clause 6.9, ASSA ABLOY shall, in relation to Personal Data processed on behalf of the End Customer:
- (a) process that Personal Data only on the documented instructions of the End Customer, which are to process that Personal Data for the purposes of providing the Services and as set forth in the Data Privacy Statement, unless ASSA ABLOY is required by applicable Laws to otherwise process that Personal Data. Where ASSA ABLOY is relying on applicable Laws as the basis for processing Personal Data in accordance with what is set forth herein, ASSA ABLOY shall notify the End Customer of this before performing the processing required by the applicable Laws unless those Laws prohibit ASSA ABLOY from so notifying the End Customer on the important grounds of public interest. ASSA ABLOY shall inform the End Customer if, in the opinion of ASSA ABLOY, the instructions of the End Customer infringe the applicable Data Protection Law;
 - (b) implement the technical and organisational measures set out in the Data Privacy Statement to protect against the unauthorized or unlawful processing of End Customer's Personal Data and against accidental loss or destruction of, or damage to, Personal Data processed on the End Customer's behalf, which the End Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorized or

unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by ASSA ABLOY to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the End Customer, insofar as this is possible (considering the nature of the processing and the information available to ASSA ABLOY), and at the End Customer's cost and written request, when responding to any manifestly unfounded or excessive request from a data subject, and in ensuring the End Customer's compliance with its obligations under applicable Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the End Customer without undue delay on becoming aware of a personal data breach involving the Personal Data processed on the End Customer's behalf;
- (f) at the written direction of the End Customer, delete or return Personal Data processed on the End Customer's behalf to the End Customer on termination of the agreement, unless ASSA ABLOY is required by applicable Law to continue to process that Personal Data;
- (g) maintain records to demonstrate its compliance herein.

6.15. **Sub-processors.** The End Customer hereby provides its prior, general authorisation for ASSA ABLOY to:

- (a) appoint sub-processors to process Personal Data, provided that ASSA ABLOY: (i) shall ensure that the terms on which it appoints such processors comply with applicable Data Protection Law(s), and are consistent with the obligations imposed on ASSA ABLOY in this Clause 6; (ii) shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of ASSA ABLOY; and (iii) shall notify the End Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the End Customer the opportunity to object to such changes within thirty (30) days from receipt of the notification, provided that if the End Customer objects to the changes and cannot demonstrate, to ASSA ABLOY's reasonable satisfaction, that the objection is due to an actual or likely breach of applicable Data Protection Law, the End Customer shall indemnify ASSA ABLOY for any losses, damages, costs (including legal fees) and expenses incurred by ASSA ABLOY. For the avoidance of doubt, the End Customer fully and explicitly consents to (i) the use of the sub-processors with whom ASSA ABLOY has agreements in place at the time the Agreement enters into force, and (ii) the use of all ASSA ABLOY Affiliates as subcontractors.

- (b) transfer End Customer Personal Data outside the EU/EEA area, provided that ASSA ABLOY or its sub-processors ensure that either the transfer is based upon (i) an adequacy decision published by the European Commission, (ii) Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, module three: Transfer processor to processor) or such approved clauses replacing or supplementing them, will apply between the data exporter and the data importer or other mechanism for transfer according to Chapter V in GDPR is in place, or (iii) the processing is otherwise permitted under the applicable Data Protection Law.
- (c) transfer End Customer Personal Data, to the extent End Customer Personal Data originates from the United Kingdom to a country outside the UK provided that ASSA ABLOY or its sub-processors ensure that either (i) the transfer is based upon the adequacy regulations made in compliance with the UK Data Protection Act 2018, and the UK Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; (ii) Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, module three: Transfer processor to processor) incorporated with version B 1.0 of the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" as issued by the UK Information Commissioner under section 119A of the Data Protection Act 2018, in force March 2022, or; (iii) the processing is otherwise permitted under the UK Data Protection Act 2018, and the UK Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- (d) transfer End Customer Personal Data, to the extent the End Customer Personal Data originates from Switzerland, to: (i) a country within the EU relying on the EU-Swiss privacy shield; or (ii) to a country outside the EU provided that ASSA ABLOY or its sub-processors ensure that standard contractual clauses apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection laws until such Laws are amended and no longer apply to a legal entity. In such circumstances, general and specific references in the standard contractual clauses to GDPR or EU or the Law of an EU member state shall have the same meaning as the equivalent reference in Swiss Data Protection Laws.
- (e) Transfer End Customer Personal Data, to the extent the End Customer Personal Data originates from the Republic of South Africa ("RSA"), to a country outside the RSA provided that ASSA ABLOY or its sub-processors ensure that: (i) the third party recipient of the Personal Data is subject to a Law, binding corporate rules or a binding agreement which provides an adequate level of protection as is set out in POPIA; or

(ii) the transfer is for the benefit of the Data Subject whose Personal Data is being transferred. For the avoidance of doubt, the End Customer fully and explicitly consents to the transfer of Personal Data outside the RSA to recipients with whom ASSA ABLOY has agreements in place at the time the Agreement enters into force.

6.16. **Audit Rights and Locations.** The End Customer shall have the right to perform audits on ASSA ABLOY's processing of Personal Data on behalf of the End Customer (including such processing as may be carried out by ASSA ABLOY's sub-processors, if any) in order to verify ASSA ABLOY's, and any sub-processor's, compliance with this Agreement, such audits to take place at 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 the End Customer, and approved by ASSA ABLOY, reasonable access to the parts of facilities where ASSA ABLOY is carrying out processing activities on behalf of the End Customer, and to the information relating to the processing of Personal Data processed on behalf of the End Customer under this Agreement. The audit shall be carried out as quickly as possible, and it shall not disturb ASSA ABLOY's normal business operations. The auditor shall comply with ASSA ABLOY's work rules, security requirements and standards when conducting site visits. Before commencing any audit, the independent auditor (including relevant parties/persons conducting the audit) shall enter into the non-disclosure agreement(s) provided by ASSA ABLOY. The End Customer is responsible for all costs associated with the audit, save for when the audit concludes a material breach of ASSA ABLOY's undertakings as set forth in this Clause 6. If so, ASSA ABLOY shall compensate the End Customer for reasonable and verified costs associated with the audit. All work product generated in the course of an audit shall be ASSA ABLOY's property and Confidential Information. For the avoidance of doubt, the audit rights set forth herein are subject to the End Customer's and the independent auditor's compliance with the restrictions and limitations set forth supra.

A Supervisory Authority shall always have direct and unrestricted access to ASSA ABLOY's premises, data processing equipment and documentation in order to investigate whether ASSA ABLOY's processing of Personal Data processed on behalf of the End Customer is performed in accordance with applicable Data Protection Laws.

6.17. **International Personal Data Transfers.** With respect to Personal Data originating from, or processed on behalf of, the 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 provided that the Customer advises ASSA ABLOY thereof. In such event, the Parties shall collaborate in good faith to find a reasonable solution.

6.18. **Pseudonymisation and Anonymization.** To the extent permitted under applicable Data Protection Law, ASSA ABLOY may pseudo anonymize or anonymize Personal Data so it no longer meets the Personal Data definition and may use pseudo anonymized or anonymized data for its own research and development purposes. ASSA ABLOY will not attempt to or actually re-identify any previously pseudo anonymized or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

7. Limited Warranty, Disclaimers and Limitation of Liability

7.1. **Installation Services.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that for a period of thirty (30) days from performance of Service, Installation Services shall be performed in accordance with generally accepted industry standards.

7.2. **Hardware.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that the Hardware will be free from material defects in materials and workmanship and will substantially conform to the applicable Documentation as at the date of manufacture, for a period of one (1) year from the date of shipment. No credits or refunds will be given for Hardware that is returned incomplete or damaged. ASSA ABLOY shall not be required to perform any warranty repairs of the Hardware at a specific site. The 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. The Customer shall bear all risk of loss during the shipment of items and Hardware returned to ASSA ABLOY. The Customer shall be solely responsible for obtaining insurance on any and all items and Hardware that are returned to ASSA ABLOY.

7.3. **Disclaimer or Warranties.** The Customer expressly acknowledges and agrees that the use of the Products and/or Services is at the Customer's sole risk and that:

- (a) all Hardware and associated 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;
- (b) The warranty does not apply to (i) 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 (the Customer is solely responsible for ensuring that batteries powering the Hardware are properly charged and timely exchanged); (ii) cosmetic damage, unless failure has occurred due to a defect in materials or workmanship; (iii) damage caused by use of the Products or Services, other than as specified in the Documentation thereof or otherwise other than in its normal customary manner; (iv) damage caused by use with a third party component or product; (v) damage caused by negligence, accident, abuse, or misuse by the Customer or End Customer, fire, liquid contact,

earthquake or other external cause; (vi) damage caused by services (including upgrades and expansions) performed by anyone who is not an authorised representative of ASSA ABLOY or an ASSA ABLOY authorised technician; (vii) damage caused by any alterations, modifications or adaptations of the Products, performed by anyone other than ASSA ABLOY, or any unauthorised combination or interfacing of the Products with other products or services; or (viii) defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware;

- (c) ASSA ABLOY does not accept warranty claims directly from End Customers that have purchased Products and Services from Resellers. Unless expressly provided otherwise in a distribution agreement, Resellers are expected to provide first line support and manage warranty claims escalated by its End Customers; and
- (d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS CLAUSE 7, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ASSA ABLOY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ASSA ABLOY DOES NOT WARRANT THAT THE FUNCTIONS MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DOWNTIME, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, ASSA ABLOY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE PERFORMANCE OR 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 REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF A WARRANTY.

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

- (a) ASSA ABLOY's sole and exclusive obligation and the Customer's sole and exclusive remedy for a breach of the foregoing limited Installation Services warranty under Clause 7.1, shall be ASSA ABLOY's commercially reasonable efforts to reperform the non-conforming part of the Services. ASSA ABLOY will, at its expense, take such actions it determines in its sole discretion are required to conform the Services;
- (b) ASSA ABLOY's sole and exclusive obligation and the Customer's sole and exclusive remedy if the Service does not conform to ASSA ABLOY's then current Documentation, shall be ASSA ABLOY's commercially reasonable efforts after receiving written notice from the Customer, describing in reasonable detail the specific nature of the defect or non-conformity, to repair

or replace the functionality of the non-conforming part of the Service, to make it perform substantially in accordance with the Documentation. In the event that ASSA ABLOY is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the Service, the Customer will have the right to terminate the applicable Service, in which case ASSA ABLOY will refund to the Customer a pro rata portion of any fees pre-paid by the Customer for the applicable remainder of the Initial Period or Renewal Period;

- (c) ASSA ABLOY's sole and exclusive obligation and the Customer's sole and exclusive remedy for breach of the foregoing limited warranties applicable to the sale of Hardware under Clause 7.2, shall be that ASSA ABLOY will either repair, replace or provide a reasonable workaround for the defective and/or non-conforming part of the Hardware, after receiving written notice (such notice being received before the expiry of the warranty period) of the breach of warranty, describing in reasonable detail the specific nature of the defect or non-conformity, or refund all amounts paid for such defective and/or non-conforming Hardware.

7.5. **Third Party IPR Claims.** If a Product or Service becomes subject to a claim by a third party that it infringes a third party copyright, patent or other intellectual property right, or ASSA ABLOY anticipates that such a third party claim may be raised, ASSA ABLOY shall have, at its option and expense, the right to: (a) obtain for the Customer a license to continue using that Product or Service; (b) substitute the Product or Service with other substantially similar products or services; or (c) terminate the License for the infringing portion of the Product or Service and compensate the Customer for the sums already paid for that infringing portion of the License. THIS CLAUSE 7.5 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.6. What is set forth above in Clause 7.5 applies only to the latest available version of the Service and does not apply to any previous versions of the Service.

7.7. **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 THE CUSTOMER FOR ANY LOSS OF PROFIT OR REVENUES, COSTS OF DELAY, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCT OR OTHER PRODUCT SOFTWARE, SYSTEM, OR FACILITY, LOSS OF DATA OR INFORMATION, LOSS OF PRODUCTIVITY, INTEREST CHARGES, COSTS OF SUBSTITUTE PRODUCTS, SOFTWARE, SYSTEMS OR SERVICES, COST OF PURCHASES OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO PROPERTY OR PERSONS, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF ANY REPRESENTATION OR

WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF ASSA ABLOY OR ITS AUTHORISED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ASSA ABLOY'S AGGREGATE LIABILITY FOR DAMAGES OR LOSSES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) HEREUNDER EXCEED THE AMOUNT PAID BY THE CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT IN THE CASE OF HARDWARE SALESOR, IN THE CASE OF THE PROVISION OF SERVICES, PAID BY THE CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

- 7.8. Nothing in this Agreement excludes the liability of ASSA ABLOY for: (a) death or personal injury caused by ASSA ABLOY's negligence; (b) gross negligence or wilful misconduct; or (c) fraud or fraudulent misrepresentation.
- 7.9. The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable Law, and the remedies set forth herein are the exclusive remedies for misrepresentation and breach of contract. If applicable Law limits the application of this Clause 7, ASSA ABLOY's liability will be limited to the maximum extent permissible by Law.

8. Indemnification

- 8.1. **Indemnification General.** The 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) the Customer's negligent acts or omissions relating to the Agreement(s) and these Terms; (b) alterations or modifications to the Products or Services made by or on behalf of the Customer; (c) combinations of using the Products or Services with products, services, or materials not provided by ASSA ABLOY, where the infringement would not have occurred but for the Customer's combination of such products, services, or materials; (d) the Customer's wilful misconduct or unauthorised use of the Products or Services; (e) any violation by the Customer of third party rights including but not limited to privacy and data protection rights or breach of Clause 6; (f) from the Customer's use of or submission of Customer Content through the Service; (g) the Customer's (or End-Customer's) violation of applicable Law; (h) the Customer's violation of Clauses 10 (Confidentiality); 11 (Compliance with Laws and Regulations) or 13 (Export Control and Sanctions) or (i) the Customer's access to and use of a Service in accordance with Clause 2.
- 8.2. **Indemnification Certain Situations.** If the Customer is a Reseller or if the Customer has received ASSA ABLOY's express consent to resell the Products and/or Services to an End Customer, the Customer shall further defend, indemnify and hold ASSA ABLOY, its Affiliates, officers, directors, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of: (a) the sale of the Products and/or Services pursuant to terms and/or conditions, or terms and/or conditions no less protective of ASSA ABLOY and the

Intellectual Property Rights, than those set forth in this hereunder or Agreement; or (b) ASSA ABLOY's suspension, cancellation, or termination of the End Customer(s) right to use the Products and/or Services and any Licenses at the Customers' request or due to non-payment or insolvency by the Customer.

9. Term and Termination

- 9.1. **Term.** The term of the Agreement shall commence on the Effective Date of the Agreement and shall remain in force during the Initial Period and any Renewal Period or until terminated in accordance with the terms hereof ("**Term**"). Following expiry of the Initial Period, and any Renewal Period, the Term will automatically renew at ASSA ABLOY's prices in effect at the time of such renewal, for an additional period of twelve (12) months at a time (each a "**Renewal Period**") following the end of the Initial Period and any subsequent Renewal Period, unless terminated in writing by either Party by giving ninety (90) days' notice of such party's intent not to renew prior to the end of the Initial period or the then current Renewal Period. Any such notice of intent not to renew shall be given in accordance with the terms hereof. No such automatic renewal shall occur at any time following the termination of the Agreement in accordance with the terms hereof. Upon renewal of the Agreement, the Customer may be required to sign a new Agreement or an amendment to this Agreement.
- 9.2. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to the Customer in the Event of Default, meaning that: (a) the Customer fails to make any payment required within ten (10) days after receiving 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; (b) the Customer breaches any of its obligations hereunder or under an 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; or (c) immediately if the Customer commences bankruptcy proceedings, makes composition with its creditors, is subject to the appointment of an administrator or is subject to any other similar proceedings or otherwise proceedings that have the same or similar effects or if the other Party could reasonably be deemed to be insolvent. Without limiting ASSA ABLOY's other rights hereunder or in an Agreement, if ASSA ABLOY terminates an Agreement pursuant to this Clause 9.2, the Customer shall pay to ASSA ABLOY all debts incurred as at the date of termination and where subscription or similar services are provided, any reasonable losses incurred by ASSA ABLOY as a result of early termination. ASSA ABLOY reserves the right to terminate an End Customer's use of SaaS or of a License to Software or Product(s) in the event that the End Customer breaches an obligation set forth in an Agreement between ASSA ABLOY and the End Customer, as applicable, and fails to remedy such a breach within thirty (30) days after ASSA ABLOY sends written notice of such breach, if such breach is capable of being remedied, or immediately if the breach is not capable of being remedied.
- 9.3. **Termination of Agreement by Customer.** The Customer may terminate an Agreement by written notice in the event that ASSA ABLOY materially breaches any of its obligations

under the Agreement, has been given prior written notice of such default, and has not remedied the default within thirty (30) days of the date of the notice. Expiration or termination of the Agreement will not terminate any outstanding quotes, purchase orders or statements of work, and the terms of the Agreement shall survive any termination for the duration of the term of such quotes, purchase orders or statements of work.

- 9.4. **Effect of Termination.** Upon any expiry or termination of the Agreement, all rights granted to the Customer in relation to the Services will immediately cease and the Customer shall cease to use the licensed Service, or if the Customer should otherwise discontinue using the licensed Service, the 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 receipt of a request made by the Customer within thirty (30) days after the effective date of termination or expiration of the Agreement, ASSA ABLOY will make the Customer Content available to the Customer for export or download as provided in the Documentation. After such thirty (30) day period, ASSA ABLOY will have no obligation to maintain or provide any Customer Content.

10. Confidentiality

- 10.1. **Confidentiality.** The Customer agrees to maintain and protect all Confidential Information, and keep it confidential using the same degree of care that it exercises with respect to its own information of like importance, but in no event less than reasonable care, and may use it only for the purposes for which it was provided hereunder or under an Agreement. Except as expressly provided in an Agreement, Confidential Information may be disclosed only to the Customer's employees or contractors obligated to the 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 the Customer without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Customer; (c) the Customer develops independently without using the Confidential Information of ASSA ABLOY; or (d) is disclosed in response to a valid court or governmental order, if the Customer has given ASSA ABLOY prior written notice and provides reasonable assistance so as to afford ASSA ABLOY the opportunity to object or obtain a suitable protective order unless such notification is prohibited by the relevant court or governmental order.
- 10.2. **Remedy for Breach.** Due to the unique nature of 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 14.5, that the disclosing Party will, in addition to any other remedies available to it at law or in equity for any breach of this Clause 10, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations.

11. Compliance with Laws and Regulations

- 11.1. In performing its obligations under the Agreement, 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 by any regulatory or administrative agency in connection with the sale, use and/or operations of Products or Services, including but not limited to laws and regulations applicable to: (a) the import and export of the ASSA ABLOY Products and Services; (b) the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other laws or regulations regarding corruption or bribery; or (c) the use of deceptive or misleading practices. Without limiting the generality of the foregoing, the Customer shall comply with all laws and regulations on data privacy, international communications, and the exportation of technical or Personal Data.
- 11.2. The Customer warrants to ASSA ABLOY that it has informed ASSA ABLOY of all Laws and regulations affecting the manufacture, sale, packaging and labelling of Products which are in force within the territory ("**Local Regulations**") at the Effective Date.
- 11.3. The Customer shall give ASSA ABLOY as much advance notice as reasonably possible of any prospective changes in the Local Regulations. On receipt of notification from the Customer, ASSA ABLOY shall make reasonable commercial efforts to ensure that the Products comply with any change in the Local Regulations by the date of implementation of that change, or as soon as is reasonably possible afterwards.

12. Anti-Bribery

- 12.1. The Customer represents and warrants to ASSA ABLOY that:
- (a) none of the Customer, its Affiliates, nor any director, officer, employee, principal or shareholder of any such person, has (i) in order to assist in improperly obtaining or retaining business for or with any person, in improperly directing business to any person, or in securing any improper advantage, made, authorized, offered or promised to make any payment, gift or transfer of anything of value, directly, indirectly or through a third party, to or for the use or benefit of any other person; or (ii) made any unlawful bribe, rebate, payoff, influence payment or kickback or has taken any other action that would violate any Anti-Bribery Law to which it is subject;
 - (b) the Customer has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with any Anti-Bribery Law to which it is subject;
 - (c) during the past five (5) years, none of the Customer or its Affiliates, has received any written communication indicating or alleging that any such person is or may be

in violation of any Anti-Bribery Law, or that any such person is or may be subject to any investigation or inquiry by a governmental authority related to any Anti-Bribery Law, and, to the knowledge of the Customer, no such investigation or inquiry is pending or threatened; and

- (d) no Official holds any shares, partnership interests or other equity or ownership interests in the Customer or any of its Affiliates, or is an officer, director, employee, contractor or principal of the Customer, and no Official has or will have a right to or interest in any payment or other thing of value provided by ASSA ABLOY to the Customer.

13. Export Control and Sanctions

The Customer represents and warrants to ASSA ABLOY that it will always act in compliance with Economic Sanctions and Export Control Laws and that:

13.1. Neither the Customer, its affiliates, or any of their respective directors, officers or employees nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing:

- (a) is, or has been, a Listed Person;
- (b) has engaged in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;
- (c) directly or indirectly, has conducted, or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;
- (d) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or
- (e) is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.

13.2. The Customer covenants, agrees and undertakes that:

- (a) the Customer shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the Products without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;
- (b) the Customer shall not sell, export or re-export the Products, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under

Economic Sanctions and Export Control Laws applicable to the Customer);

- (c) the Customer shall undertake its best efforts to ensure that the purpose of this Clause 13.2 is not frustrated by any third parties further down the commercial chain, including possible resellers;
- (d) the Customer agrees to: (i) cascade the contractual obligations set forth in this Clause 13.2 in contracts with third parties, including possible resellers, further down the commercial chain; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Clause 13.2;
- (e) the representations and warranties set forth in Clause 13.1 above shall always remain true and correct;
- (f) the Customer will provide written notice to ASSA ABLOY, as promptly as possible and in any event within five (5) Business Days, if: (i) any representation or warrant set forth in Clause 13.1 above should cease to be true at any time; or (ii) the Customer should encounter any problems in applying Sub-Clauses 13.2(a) to 13.2(d) above, including any relevant activities by third parties that could frustrate the purpose of said clauses; and
- (g) the Customer will not engage in any transaction for Military End-Use unless explicitly approved by ASSA ABLOY.

13.3. The Customer covenants, agrees and undertakes to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of ASSA ABLOY pursuant to this Agreement. The Customer will provide all information relating to requests for Products, Software Products or Services, that the Customer suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person, and other attempts to acquire ASSA ABLOY Products and/or Services in violation of Economic Sanctions and Export Control Laws and will upon ASSA ABLOY's request provide ASSA ABLOY with true, complete and correct copies of all documentation relating to any business dealings involving the Products and/or Services, including but not limited to, end-user certifications, information concerning compliance with the obligations under Sub-Clauses 13.2(a) to 13.2(d), and other information as may be required by ASSA ABLOY within two (2) weeks of the simple request of such information.

13.4. Anything in these Terms to the contrary notwithstanding, ASSA ABLOY shall not be obliged to make any payment or take any other action under an Agreement if ASSA ABLOY believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Controls.

13.5. The Agreement may be terminated immediately by ASSA ABLOY by written notice to the Customer, if:

- (a) any representation or warranty set forth in Clause 13.1 above should cease to be true at any time;
- (b) the Customer acts in breach of its covenants, Agreements and undertakings set forth in Clause 13.2 and 13.3 above, which shall in each case be deemed a material breach of an essential element of the Agreement;
- (c) the Customer has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by ASSA ABLOY, including without limitation to, the intended End-Use/ End-User or destination of the Products and/or Services;
- (d) the Customer, its affiliates, or any of their respective directors, officers or employees becomes a Listed Person; or
- (e) either Party's ability to fulfil an obligation under the Agreement is otherwise materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.

13.6. Upon any such termination, the Agreement and all rights and obligations hereunder shall immediately terminate, provided that the Customer shall remain liable to ASSA ABLOY for any breach of its obligations hereunder.

13.7. ASSA ABLOY shall not be liable to the Customer for any claims, losses or damages arising from ASSA ABLOY's exercise of its rights under Clause 13.4 and 13.5.

13.8. Any violation by the Customer of Clause 13.2 above shall constitute a material breach of an essential element of this Agreement, and ASSA ABLOY shall be entitled to seek appropriate remedies, including, but not limited to:

- (a) termination of the Agreement;
- (b) a penalty of up to 25% of the total value of the Agreement or price of the goods exported, whichever is higher; and
- (c) indemnification in accordance with Clause 13.9 below.

13.9. The Customer shall indemnify ASSA ABLOY and its Affiliates, directors, officers, employees, advisors, principals and holders of its equity interests (collectively, the "Indemnitees") against, and shall hold each Indemnitee harmless from, any and all third party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of:

- (a) any representation or breach of warranty set forth in Clause 13.1 above;
- (b) any breach by the Customer of any of its commitments in Clauses 13.2 and 13.3 above; and

- (c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory.

14. Miscellaneous

14.1. **Customer Cooperation.** The Customer undertakes to:

- (a) cooperate with ASSA ABLOY and procure that the Customer's personnel cooperate with ASSA ABLOY, as required by ASSA ABLOY, in relation to the performance of its obligations and/or the exercise of its rights hereunder or under an Agreement;
- (b) allow and/or procure free rights of adequate and safe access for ASSA ABLOY's personnel to any site, as required by ASSA ABLOY, in relation to the performance of ASSA ABLOY's obligations and/or the exercise of its rights under this Agreement; and
- (c) ensure that the site is cleared and prepared before the Services are due to commence and that the environment in which any Services are to be performed complies with all relevant legislation and/or regulations including relevant health and safety Law(s). The Customer will communicate all relevant health and safety policies relevant to the site to ASSA ABLOY personnel visiting the site.

14.2. **Independent Contractor.** Nothing in the Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as otherwise set forth herein, each Party shall bear its own costs and expenses of performance herein.

14.3. **Third Party Rights.** A person who is not a Party to this Agreement shall not have any rights under or in connection with it, and the rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

14.4. **Governing Law.** Each of the Parties hereby submits itself to the jurisdiction of the Magistrate's Court in terms of Section 45 of the South African Magistrates' Court Act, No. 32 of 1944, as amended, having jurisdiction under Section 28 of the said Act, notwithstanding that the claim may exceed the normal jurisdiction of the Magistrate's Court. These Terms, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of the Republic of South Africa. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement or the sales made or services rendered under it.

14.5. **Dispute Resolution Procedure.** If a dispute arises out of or in connection with these Terms or an Agreement, or its performance, validity or enforceability, then the Parties shall

attempt in good faith to resolve the dispute by escalating the issue internally: (a) via their respective account managers; (b) and then their respective Business/ Commercial Directors (or equivalent); (c) and then their respective CFO's/ COO's. At each level of escalation, the persons involved shall use all reasonable endeavours (for a minimum period of ten (10) Business Days) to resolve the dispute. If, following the escalation through each of the levels as set out above, the Parties fail to resolve the dispute, then the Parties shall submit the dispute to the Arbitration Foundation of South Africa ("AFSA") administered mediation, upon the terms set by the AFSA Secretariat. Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of South Africa ("Rules") by an arbitrator or arbitrators appointed by the Foundation. The decision of the arbitrator in accordance with the Rules shall, in the absence of a manifest error, be final and binding on the Parties, and may be made an order of any court of competent jurisdiction. Nothing in this Clause 14.5 shall prevent either Party from seeking an injunction or equitable relief in any competent court for the purposes of limiting a breach or suspected breach of these Terms or an Agreement or to enforce any judicial award in any court of competent jurisdiction.

- 14.6. The information concerning any dispute arising out of or in connection with these Terms or an Agreement, including any arbitral award, shall remain confidential, save that either Party may disclose such information if necessary to exercise its rights under these Terms or an Agreement, any arbitral award or due regulatory requirements.
- 14.7. **Assignment.** These Terms and an Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other Party. Notwithstanding the foregoing however, (a) ASSA ABLOY may assign these Terms or an Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise; (b) ASSA ABLOY may assign these Terms and an Agreement to any of its Affiliates; and (c) 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 14.7 will be void.
- 14.8. **Delays and Force Majeure.** ASSA ABLOY shall notify the Customer as soon as reasonably possible of any delays in the scheduled delivery, and the Customer agrees that ASSA ABLOY cannot be held liable in any manner whatsoever for such delays as a result of Force Majeure. Neither Party shall be liable for failure to fulfil its obligations (other than payment obligations) hereunder or under an Agreement issued hereunder or for delays in delivery due to Force

Majeure. The time for performance of any such obligation shall be extended for the period lost because of the event of Force Majeure.

- 14.9. **Notices.** Notices concerning these Terms or an Agreement shall be in writing and shall be delivered personally, sent by recorded post or commercial courier or by email to the respective Parties to their respective addresses.
- 14.10. **Severability.** If any provision of these Terms or an Agreement shall be held by a court of competent jurisdiction to be wholly or partly invalid or contrary to Law or public policy, the validity of the Terms or an Agreement as a whole shall not be affected and the remaining provisions shall remain in full force and effect. To the extent that such invalidity materially affects a Party's benefit from, or performance under, these Terms or Agreement, it shall be reasonably amended.
- 14.11. **Survival.** Terms and conditions which by their nature extend beyond the Term shall survive the termination or expiry of these Terms or an Agreement, including the Customer's obligations under Clauses 2, 6, 7, 8, 9, 10, 11, 13 and 14. The Customer's obligations to pay fees or charges due and payable at the time of expiry or termination, or which become due and payable thereafter, shall survive the termination of these Terms or an Agreement or any addenda hereto.
- 14.12. **Waiver.** No term or provision hereof shall be deemed waived, and no breach consented to or excused, unless such waiver, consent or excuse is in writing and signed by the Party claimed to have waived or consented. Should either Party consent, waive, or excuse a breach by the other Party, it shall not constitute that Party's consent to waive or excuse any other different or subsequent breach whether or not of the same kind as the original breach.
- 14.13. **Entire Agreement.** These Terms and an Agreement, including any Customer Information Form, Application for COD Account or Credit Facility, all Attachments, Exhibits and schedules constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter of these Terms and Agreement(s) and merges and supersedes all prior communications, understandings and agreements, written or oral, and no amendments shall become effective without written agreement signed by the Parties hereto. Each Party acknowledges that in entering into these Terms, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out herein. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement herein.

Exhibit A – Product Privacy Statement South Africa

ASSA ABLOY (SA) (PTY) LTD (later “ASSA ABLOY”) and its Affiliates provides this Product 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 or juristic person and shall be construed in accordance with applicable data protection law.

This Notice applies solely to information processed 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 the Customer or any third party. The Customer is the person or entity which subscribes to the Services to be rendered by ASSA ABLOY or its authorized reseller(s).

Personal Data We Collect

ASSA ABLOY shall be considered a processor of the Personal Data processed on behalf of the End Customer. When ASSA ABLOY determines the purposes and means of processing itself, (a) to administer the Services; (b) improve and ensure quality; (c) to ensure security; (d) to analyze and troubleshoot the Services, including the collection of surveys and statics and (e) for billing purposes, ASSA ABLOY will be regarded as the controller in respect of that processing.

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

Personal Data/Role	CIPE Manager		BEAT		CLIQ Web Manager	
	Controller	Processor	Controller	Processor	Controller	Processor
Name, surname		X		X		X
Email address		Optional		Optional		Optional
Telephone number		X		X		Optional
Type of End User (i.e., guest, employee)						X
System role		X		X		X
Access point logs (i.e. doors)		X		X		X
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				Optional
Organization		X		X		X
Analytics data	X		X		X	
System/crash log files			X		X	
Service & Security logs	X		X		X	
Device details (i.e., model) and OS information			X		X	
Mobile App support ID			X			

How We Use Personal Data

ASSA ABLOY will use your Personal Data for the following non exhaustive reasons: (a) to manage your account, for example by sending you password reminders or notifications of changes to your account details; (b) to carry out statistical analysis about the use of our services to better understand how they are used and make improvements; (c) to better understand your interests and preferences, in order to provide you with an experience that is tailored to those interests and preferences; (d) to better understand your wishes, expectations and requirements in order to develop our activities, products and services, offerings, customer service and communications to you; (e) to statistically analyze your feedback from surveys over time, in order to develop and improve our activities, products and services, offerings, customer service and communications to you; and (f) simulate and troubleshoot an issue using a copy of your database from our products or services in order to support you with any issues or support queries raised. For further information on how and why we process your Personal Data, please refer to our Privacy Notice which is accessible via our website at <https://www.alceaglobal.com/en/privacy-center/privacy-notice> and which may be amended by ASSA ABLOY from time to time.

ASSA ABLOY may also disclose Personal Data as set forth in the Clause titled “Transfer of Personal Data” below.

At such a 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 or may in some cases pseudo anonymize or anonymize the Personal Data so it no longer meets the Personal Data definition for research and development purposes.

ASSA ABLOY may retain and use Personal Data as necessary to comply with legal obligations, resolve disputes, and enforce its agreements.

Reasons Why We Share Personal Data

ASSA ABLOY may share your Personal Data with third party service providers as set out in the Clause titled “Transfer of Personal Data, or where it is required by Law, as set out in the Clause titled “Disclosure Required by Law” and in some cases with other entities within the ASSA ABLOY group to comply with legal, auditing, operational or recordkeeping requirements to which ASSA ABLOY is subject.

ASSA ABLOY will not disclose Personal Data to a third party (other than as set forth above), or use Personal Data other than as set forth in this Notice without first obtaining documented permission from the Customer. ASSA ABLOY does not sell Personal Data processed on behalf of Customers to third parties.

Disclosure Required by Law

ASSA ABLOY may cooperate with law enforcement agencies in identifying users who use Services for illegal activities. ASSA ABLOY will therefore 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 the Customer of that legal requirement before processing, to the extent reasonably possible, unless the law prohibits ASSA ABLOY from doing so.

How to Access & Control Personal Data

Upon request, ASSA ABLOY will assist a Customer’s account administrators for the Services with the fulfillment of a 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 a Customer, the End User should contact the Customer. The Customer has primary responsibility for interacting with End Users in relation to Personal Data processed on the Customer’s behalf, and the role of ASSA ABLOY is generally limited to assisting the Customer as needed.

Data Security

ASSA ABLOY will take reasonable steps to protect the Personal Data which 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 that care and precautions be taken to prevent loss, misuse, or disclosure of Personal Data. ASSA ABLOY’s service providers only use Personal Data to perform services on behalf of ASSA ABLOY or its Affiliates. It is important for Customers and End Users to protect against unauthorized access to their account access credentials as well as to their accounts, which holds the Personal Data of the 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 technologies that are reasonably designed to safeguard the confidentiality of Personal Data. ASSA ABLOY also periodically conducts security reviews and assessments on its data protection interventions. 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 third parties that assist in providing the Services. Transfers to third parties (for example, ASSA ABLOY’s hosting providers) are covered by service agreements with ASSA ABLOY. For additional information, please see the Clause titled “Data Security” above. The 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 use of Personal Data, as well as any preferences the 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 Customers 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 the App Store, Google Play or a similar platform.

Obligations Upon Termination

After termination or expiry of a Customer’s subscription for a Service, ASSA ABLOY shall delete or render unidentifiable all Personal Data processed on the 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 Service offerings change and expand. ASSA ABLOY recommend that the Customer review 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:

Products

BEAT, CIPE Manager
CLIQ Web Manager (Protec2)
CLIQ Web Manager (eCLIQ)

Privacy contact email

privacy@abloy.com
privacy@abloy.com
Datenschutz.de@assaabloy.com

Information Officer

Privacy.Africa@assaabloy.com

PAIA Manual

https://www.alceaglobal.com/documents/legal/2026-01-05%20_%20PAIA%20MANUAL%20FINAL.pdf

Exhibit B -List of Sub-Processors

Asa Abloy Global Solutions Critical Infrastructure uses the following sub-processors in performing the operation of its products and/or services:

3rd Parties - Data centers and messaging services

<u>Products</u>	<u>Sub-processor</u>	<u>Location</u>
BEAT and CIPE Manager	Amazon Web Services	Ireland
BEAT	Twilio	USA
BEAT	Datadog Inc	Germany
CLIQ Web Manager	Amazon Web Services	Ireland, Australia, USA (Selectable)

ASSA ABLOY Affiliates - Operations and support

<u>Products</u>	<u>Sub-processor</u>	<u>Location</u>
BEAT – Operations, support	Abloy OY	Finland
BEAT – Cloud support	ASSA ABLOY Global Solutions AB	Sweden
CIPE Manager	ASSA ABLOY Opening Solutions Poland S.A.	Poland
CLIQ Web Manager	Security and Risk Communications Limited (ASSA ABLOY)	Ireland
CLIQ Web Manager	ASSA ABLOY Opening Solutions EMEA	Poland, Sweden, Finland (Digital and Access Solutions)

Exhibit C – Subscription Agreement

THIS SUBSCRIPTION AGREEMENT, including appended Schedules, are hereby incorporated into the general terms and conditions (the “**Terms**”) and govern the provision of Services between ASSA ABLOY (SA) (PTY) LTD Global Solutions business area ALCEA (Reg. No. 1971/008368/07), or its Affiliate(s) (“**ASSA ABLOY**”), and the customer named in the Agreement or an entity or individual who is installing, copying, downloading, accessing or otherwise using the Service or Software (“**Customer**”). Each of ASSA ABLOY and the Customer shall also be referred to as a “**Party**” or, in the collective, the “**Parties**.”

Capitalised terms shall have the same meaning as set out in the Terms, unless specifically stated otherwise.

By clicking on “ok”, “accept”, “submit” or any other button indicating acceptance of this Subscription Agreement or by way of installation, copying, downloading, access or use of the Service or Software, the Customer acknowledges that the Customer understands, and that the Customer agrees to be bound by all terms and conditions of this Subscription Agreement. If the Customer does not agree to be bound by the terms and conditions of this Subscription Agreement, the Customer shall have no rights to the Service or Software and is therefore not permitted to install, copy, download, access or use the Software or Service.

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

1. Definitions

Capitalized terms specific to this Subscription Agreement shall have the following meanings:

- 1.1. “**Subscription Term**” shall have the meaning set forth in Clause 8.1.
- 1.2. “**Service Level Agreement**” means the Service specific Service Level Agreement, if any, as may be amended by ASSA ABLOY from time to time. For clarity, not all Services have a Service Level Agreement.
- 1.3. “**Subscription fee**” means a fee payable to ASSA ABLOY as set out in Clause 4.1.
- 1.4. “**Software**” means ASSA ABLOY’s standard version of its proprietary software applications and modules as may be provided from time to time.

2. Licenses, Ownership, and Restrictions

- 2.1. **Scope.** This Agreement sets forth the terms and conditions under which ASSA ABLOY provides Services to the Customer. Additional terms applicable to certain Services are included herein as an Exhibit or displayed on ASSA ABLOY’s Website. The use of a Software Development Kit (“SDK”) or any Application Programming Interfaces (“API’s”) is further subject to ASSA ABLOY’s SDK License Agreement as amended from time to time.
- 2.2. **Software.** Software made available for download with, from or through the Service, if any, is licensed subject to the terms provided at the time of download/access or a separate license agreement by and between the Customer and ASSA ABLOY or ASSA ABLOY’s licensors.
- 2.3. **Access to the Service.** In consideration for ASSA ABLOY receiving payment of the applicable Subscription Fees, and subject to the terms and conditions of the Agreement, ASSA ABLOY grants to the Customer access to use the Service solely for its own internal operations and solely for the Service’s intended purpose, in the Customer’s ordinary course of business. The Customer’s access to the Service is however limited to the subscription term and other details set forth in the Agreement. For clarity, the Customer’s use of the Service for the purposes of developing applications that utilize API’s, SDK’s, and the SaaS for third parties is subject to additional requirements, including but not limited to, separate approval by ASSA ABLOY. ASSA ABLOY may, at its sole discretion, limit the number of users, doors or other peripherals connected to the Service, as well as the number of, or specifics of the messages, reports, API calls or other features of the Service. The Customer shall not have the right under the Agreement to use the names ASSA ABLOY or any of the corporate or trade names, trademarks, logos services marks, symbols, insignia, or other distinguishing marks of ASSA ABLOY or 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.
- 2.4. **Ownership.** The License granted under the Agreement does not constitute a sale of the Service or any portion of it. ASSA ABLOY and its licensors retain all right, title and interest in the Service and associated Documentation, and all translations and derivative works thereof, including any materials, inventions, works developed through ASSA ABLOY’s performance of SaaS 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.

- 2.5. **Restrictions on Use.** The Customer's rights to use the Service is subject to the following restrictions and the Customer shall not, and shall not cause or permit any third party to: (a) modify or create any derivative work of the Service, API's, Documentation, or any portion thereof or incorporate other services, software or products in the Service; (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 Service or API's ; (c) sell, license, sublicense, lease, rent, distribute or otherwise transfer copies or rights to use the Service or API to any third party; (d) create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; (e) use the Service or API to submit any content that infringes or misappropriates third party rights, including intellectual property rights or submit any content that is obscene, defamatory, offensive or malicious; (f) intentionally distribute spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature; (g) engage in, promote, or encourage illegal activity; (h) disable, interfere with or circumvent any aspect of the Service; (i) disclose or publish the results of any performance, functional, or other evaluation or benchmarking of the Service or API, to any third party without written consent from ASSA ABLOY; or (j) remove any proprietary notices or labels from the Service. The Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of the Service and in the event of any unauthorized access or use, the Customer shall promptly notify ASSA ABLOY in writing. Unless otherwise agreed, the Customer shall not permit any End User or third party to incorporate other services, software or products with the Service. The Customer may not resell the Service. The term "resell", or "resale" shall include any resale, lease, license, sublicense or other transfer of delivery.
- 2.6. **Customer's Grant of Rights.** The Customer grants ASSA ABLOY the right to host, use, process, display and transmit Customer Content pursuant to and in accordance with the Agreement. The Customer has 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 SaaS. The Customer represents and warrants that none of the Customer Content infringes any third-party rights.
- 2.7. **Third Party Applications.** The Service may contain or include functionality, integrations and software provided or licensed by third parties ("**Third-Party Functionality**"). Such Third-Party Functionality is subject to the terms and conditions with those third parties.
- 2.8. **Mobile Access.** Certain Services are only accessible through the use of a mobile Application, or a mobile application obtained from a third-party. The use of an Application or a third party mobile application is governed by terms provided at the time of download and/or access.
- 2.9. **Beta services.** ASSA ABLOY may make Beta services available to the Customer from time to time, at no charge. The Customer may choose to opt in for 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 the Customer's obligations concerning the SaaS shall apply equally to the Customer's use of Beta services. Unless otherwise stated, any Beta services trial period will expire upon the earlier of one (1) year from the Beta 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 and at ASSA ABLOY's sole discretion and may never make them generally available. ASSA ABLOY will have no liability for any harm caused or damage arising out of or in connection with a Beta service.
- 2.10. **Trial Access.** ASSA ABLOY may provide to the Customer free trial access to and/or a demonstration version of the Service for a maximum period of ninety (90) days, to enable the Customer to evaluate the Service before executing an Agreement. The Customer acknowledges and agrees that the Customer's access to and use of the Service on such a free trial basis shall solely be on the Customer's own risk and responsibility, on an "as is" basis, and shall at all times be in accordance with the Agreement, as well as any instructions or materials provided in connection with the provision of the free trial access. ASSA ABLOY hereby disclaims any and all of its obligations and liabilities under the Agreement or otherwise, to the fullest extent permitted by applicable Law, arising out of the Customer's access to and use of the Products and/or Services in accordance with this Clause 2.10. The 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 the Customer executes an Agreement within one hundred and eighty (180) days from the date that the trial access commences; (b) ASSA ABLOY may change the contents of the bundle of Service features during the free trial access period, in which case the Customer may not be able to retain settings used by, or Customer Content generated during the free trial access period; (c) the Customer may decide to execute an Agreement for a bundle of Service features which encompass different or less features than those available to the Customer during the free trial access period, in which case the Customer may not be able to retain settings used by, or Customer Content generated during the free trial access period; (d) ASSA ABLOY may, at its sole discretion, limit the number of users, doors or other peripherals connected to the Service, as well as the number of or specifics of the messages, reports, API calls or other features of the Service; and (e) ASSA ABLOY may, at its sole discretion, terminate the Customer's access to and use of the Service in accordance herein at any time.
- 2.11. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Service and SaaS, (or any part thereof). Any and all subsequent modifications, updates and upgrades to the Service or SaaS shall be governed by this Agreement, as may be amended by ASSA ABLOY from time to time.
- 2.12. **Disabling of Services or part thereof.** ASSA ABLOY may disable the functionality of the Service or part thereof: (a) immediately upon written notice to the Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security (in which case ASSA ABLOY shall reactivate the functionality of the Service when such breach has been eliminated); (b) immediately upon written notice to the Customer in the event of a third party claim of infringement, violation or misappropriation of intellectual property rights; and (c) otherwise upon termination or expiry of the Agreement. ASSA ABLOY further reserves the right to discontinue any Service upon six (6) months

advance notice to the Customer. ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Services.

- 2.13. **Support Services.** This Agreement does not cover technical support or maintenance services (“**Support Services**”) which ASSA ABLOY may provide from time to time. These Support Services are subject to the execution of a separate agreement between the Customer and ASSA ABLOY.

3. Delivery

- 3.1. **Delivery.** Delivery of Services shall be deemed to occur upon the provision of a link to enable the Customer to access the Services as well as an account login for the Services.

4. Payments, Fees, Records and Taxes

- 4.1 **Payments, fees and taxes.** The Customer shall pay such Subscription Fees as have been agreed with ASSA ABLOY on the due date(s) set forth in the Agreement with ASSA ABLOY, without retention, set-off, withholding or counterclaim. All payments in respect of Subscription Fees are due and payable in full within thirty (30) days from the date of ASSA ABLOY’s invoice. Any fees not paid when due will accrue interest at the maximum rate permitted by Law. All Subscription Fees, fees and other charges are subject to applicable Taxes, in addition to the Subscription Fee, fees and other charges agreed between the parties in the Agreement.
- 4.2 **Suspension of Service.** If any Subscription Fee due to ASSA ABLOY for the Service is thirty (30) or more days overdue, or if the Customer violates the restrictions on use set forth in this Agreement, ASSA ABLOY may, without limiting ASSA ABLOY’s other rights and remedies, suspend the Service until such amount is paid in full or as applicable, the Customer remedies its violation of this Subscription Agreement.
- 4.3 **Records and Audit Rights.** ASSA ABLOY reserves the right to run usage reports against the Customer’s system for the sole purpose of determining the Customer’s number of active users for which the Customer needs a License (“**Required Subscriptions**”). Where the number of Required Subscriptions exceeds the number of purchased Subscriptions set forth in the Agreement between the Customer and ASSA ABLOY, ASSA ABLOY shall notify the Customer, who shall within ten (10) Business Days reduce the Required Subscriptions to be consistent with the purchased Subscriptions or purchase additional Licenses. ASSA ABLOY may charge the Customer for the excess retroactively.

5. Personal data processing and data protection

- 5.1. **Compliance with Data Protection Laws.** ASSA ABLOY and the Customer will comply with all applicable requirements of Applicable Data Protection Law.
- 5.2. **Processing of Personal Data.** The Data Processing Agreement included in the Terms apply to the extent Personal Data is processed as part of the Services, by ASSA ABLOY or its sub-processors, as necessary to provide the Services.

6. Limited Warranty, Disclaimers and Limitation of Liability

- 6.1. **Remedies.** Subject to the conditions and limitations of liability set forth herein, ASSA ABLOY’s sole and exclusive obligation and the Customer’s sole and exclusive remedy if the Service does not conform to ASSA ABLOY’s then current Documentation, shall be ASSA ABLOY’s commercially reasonable efforts, after receiving written notice describing in reasonable detail the specific nature of the defect or non-conformity, to repair or replace the functionality of the non-conforming part of the Service, to make it perform substantially in accordance with the Documentation. In the event that ASSA ABLOY is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the Service, the Customer will have the right to terminate the applicable Service, in which case ASSA ABLOY will refund to the Customer a pro rata portion of any fees pre-paid by the Customer for the applicable remainder of the Initial or Renewal Period.
- 6.2. **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY AS SET FORTH ABOVE IN THIS CLAUSE 6.2, 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 OF THE SERVICE MEET THE CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR WITHOUT DOWNTIME. THE ABOVE WARRANTY DOES NOT APPLY TO ANY NON-CONFORMANCE OF THE SERVICE WHICH IS CAUSED BY THE USE OF THE SERVICE CONTRARY TO ASSA ABLOY’S INSTRUCTIONS, OR AS A RESULT OF MODIFICATIONS OR ALTERATIONS OF THE SERVICE BY ANY PARTY OTHER THAN ASSA ABLOY.
- 6.3. **Third Party IPR Claims.** If a Service becomes subject to a claim by a third party that it infringes a third party copyright, patent, registered design 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 the Customer a right to continue using that Service; (b) substitute the Service with other substantially similar Services; or (c) terminate the license for the infringing portion of the Service and compensate the Customer for

the sums already paid for that infringing portion of the Service. THIS CLAUSE 6.3 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING A BREACH OF ANY REPRESENTATION OR WARRANTY RELATED THERETO. What is set forth in this Clause applies only to the latest available version of Services and does not apply to any previous version of the Services.

- 6.4. **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 THE 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 SERVICES LICENSED HEREUNDER, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF 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 100% OF THE SUBSCRIPTION FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. IF THE SERVICE IS PROVIDED FREE OF CHARGE ASSA ABLOY'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE AMOUNT OF FIFTY THOUSAND RAND (ZAR50,000.00)
- 6.5. Nothing in this Agreement excludes the liability of ASSA ABLOY for: (a) death or personal injury caused by ASSA ABLOY's negligence; (b) gross negligence or wilful misconduct; or (c) fraud or fraudulent misrepresentation.
- 6.6. The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable Law and the remedies set forth herein are the exclusive remedies for misrepresentation and breach of contract. If applicable Law limits the application of this Clause 6, ASSA ABLOY's liability will be limited to the maximum extent permissible by Law.

7. Indemnification

Indemnification General. The 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) the Customer's negligent acts or omissions relating to the Agreement(s); (b) any violation by the Customer of third party rights, including but not limited to, intellectual property rights, privacy and data protection rights; (c) the Customer's use of or submission of Customer Content through the Service; (d) the Customer's (or End Customer's) violation of applicable Law; and (e) the Customer's violation of Clause 10 (Confidentiality), Clause 11 (Compliance with Laws and Regulations) or Clause 13 (Export Control and Sanctions) as set out in the Terms. .

8. Term and Termination

- 8.1. **Term.** The term of the Agreement shall commence on the Effective Date of the Agreement and shall remain in force during the Initial Period and any Renewal Period or until terminated in accordance with the terms hereof ("**Subscription Term**"). Following expiry of the Initial Period, and any Renewal Period, the Subscription Term period will automatically renew at ASSA ABLOY's prices in effect at the time of such renewal, for an additional period of twelve (12) months at a time (each a "**Renewal Period**") following the end of the Initial Period and any subsequent Renewal Period, unless terminated in writing by either Party by giving ninety (90) days' notice of such party's intent not to renew prior to the end of the Initial Period or the then current Renewal Period. Any such notice of intent not to renew shall be given in accordance with the terms hereof. No such automatic renewal shall occur at any time following the termination of the Agreement in accordance with the terms hereof. Upon renewal of the Subscription Term, the Customer may be required to sign a new Agreement or an amendment to this Agreement.
- 8.2. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to the Customer, which may be via mobile access services, in the event that: (a) the Customer fails to make any payment 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 regarding the amount due; (b) the Customer breaches any of its obligations under the Agreement, has been given written notice of such default and has not remedied the default within thirty (30) days of the date of the notice; (c) immediately if the 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; or (d) it otherwise becomes unlawful for ASSA ABLOY to transact with the Customer. Without limiting ASSA ABLOY's other rights in the Agreement, if ASSA ABLOY terminates the Agreement pursuant to this Clause 8, the Customer will pay such damages as are reasonably incurred by ASSA ABLOY as a result of the termination of the Agreement in terms of this Clause.

- 8.3. **Termination of Agreement by Customer.** The Customer may terminate the Agreement by written notice in the event that ASSA ABLOY materially breaches any of its obligations under the Agreement, has been given prior written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice.
- 8.4. **Effect of Termination.** Upon any expiry or termination of the Agreement, all rights granted to the Customer in relation to the Service and Documentation will immediately cease and the Customer shall cease to use the Service or if the Customer should otherwise discontinue using the Service, the Customer shall destroy all copies of the Documentation and any related materials in any form.
- 8.5. **Handling of Customer Content in the event of Termination.** Upon request by the Customer made within thirty (30) days after the effective date of termination or expiration of the Agreement, ASSA ABLOY will make the Customer's Customer Content available to the Customer for export or download as provided in the Documentation. After such thirty (30)-day period, ASSA ABLOY will have no obligation to maintain or provide any Customer Content.

Exhibit D - Subscription Agreement

Schedule 1 Specific Terms and Conditions

These Specific Terms and Conditions for mobile access services are hereby incorporated into the Subscription Agreement.

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 and comprising the following (as further specified in the Agreement):

- (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, such as:
 - (i) ASSA ABLOY's Signature®, Classic® and Essence brand in-room stand-alone radio frequency identification (RFID) door locking systems with wireless online capability;
 - (ii) ASSA ABLOY's VisiOnline™ locking solution software for stand-alone RFID locking systems with wireless online capability;
 - (iii) ASSA ABLOY's PROTEC2 CLIQ access management solution, including the CLIQ Web Manager but excluding the Application CLIQ Connect;
 - (iv) ASSA ABLOY's BEAT access solution including CIPE Manager, but excluding the Application BEAT App; and
 - (v) 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 Agreement, including interoperability with Seos Credential Services, but excluding Application Programming Interface(s) ("API's") needed for Bluetooth wireless communication devices, smart phones or mobile devices used by the End User 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 the 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 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

Network provision, including sufficient Wi-Fi or other wireless network access for Mobile Access System devices, End User devices such as smartphones or other mobile devices, and service tool devices are the responsibility of the Customer. The 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 the 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 occur 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**"). The 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 the Customer to make changes to its internal managing of the Mobile access services at the Customer's sole cost, to enable continued compatibility with the Mobile Access System. ASSA ABLOY will endeavour to provide reasonable advance notice (via email) prior to publishing any 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, the Customer agrees to abide by such restrictions when offering the Mobile access services to its End Users.

4. Trademark License

The 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 the Customer's compliance with the terms of this Agreement, ASSA ABLOY therefore grants to the 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. The 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. The Customer may request that ASSA ABLOY disable the Mobile Access System at the 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 the Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security; (b) on thirty (30) days' written notice to the Customer in the event of a material breach of the terms of this Agreement by the 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 the Customer in the event of third party claims of infringement, violation or misappropriation of intellectual property rights, in which event ASSA ABLOY will credit the Customer with any fees paid by the 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 Clause 5.2 (a), (b) or (d) above, no longer exists.
- 5.4. The 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. The Customer shall revoke Mobile IDs on devices that have been lost, stolen or otherwise may give rise to unlawful access.

6. On-Site Training

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