Software Development Kit and API Agreement

(Effective from November 2024)

IMPORTANT: PLEASE READ CAREFULLY – THESE TERMS APPLY TO YOUR USE OF ASSA ABLOY SOFTWARE DEVELOPMENT KIT (IN OBJECT CODE FORMAT) AND ANY ACCOMPANYING DEVELOPERS' TOOLS, DOCUMENTATION, AND INSTRUCTIONS (COLLECTIVELY, THE "SDK"), AS PROVIDED BY ASSA ABLOY GLOBAL SOLUTIONS UK LIMITED (trading as Traka) AND ITS AFFILIATES ("ASSA ABLOY"). BY USING THE SDK, YOU ("YOU" OR "CUSTOMER") ACKNOWLEDGE THAT YOU HAVE READ THIS SDK AGREEMENT ("SDK AGREEMENT"), THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SDK AGREEMENT, YOU MAY NOT USE THE SDK.

1 PURPOSE

Customer wishes to develop Application(s) that operate(s) with an ASSA ABLOY System ("Purpose").

2 DEFINITIONS

"Affiliate(s)" means, with respect to any legally recognizable entity, any other such entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect: (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity; or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such Control exists.

"Applicable Branding Guidelines" means the guidelines for use of any of ASSA ABLOY's trademarks that Customer must display pursuant to Clause 3.3, below, as provided and updated from time to time by ASSA ABLOY in its sole discretion.

"Application(s)" means the application(s) developed by Customer using the SDK under this SDK Agreement that operate(s) with, or as part of, the ASSA ABLOY System. For clarity, ASSA ABLOY acknowledges that it does not obtain any ownership interest in any Application(s) that Customer develops using the SDK.

"End User(s)" means the end users using the Application(s).

"ASSA ABLOY Trademark" means any of the trademarks and/or service marks appearing in the Applicable Branding Guidelines, whether registered or unregistered, that ASSA ABLOY requests Customer use pursuant to Clause 3.3.

"ASSA ABLOY System" means ASSA ABLOY's equipment, services, and software (excluding the Application(s)). Access to, use, or resale of any ASSA ABLOY System is subject to separate terms and conditions.

3 LICENSE

3.1 Subject to Customer's compliance with the terms of this SDK Agreement and in consideration of payment of the applicable fees and solely for the Purpose, ASSA ABLOY grants to Customer, a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to: (i) use and reproduce the SDK to develop Application(s) that operate with the ASSA ABLOY System; (ii) use the SDK for Customer's internal testing and evaluation; and (iii) incorporate redistributable elements of the SDK in the Application(s) and distribute the Application(s) to End Users. ASSA ABLOY does not grant any license or right to Customer other than, or for any other purposes than, as explicitly set out in this SDK Agreement. For clarity, Customer's use of the SDK for the purposes of developing Applications for third parties is subject to additional requirements, including but not limited to, separate approval by ASSA ABLOY.

3.2 If the Application is designed to run on a mobile device, Customer agrees to bind End User(s) to terms no less protective of ASSA ABLOY than, or in conflict with, those set forth as in Schedule A appended to this SDK Agreement.

3.3 If requested by ASSA ABLOY, Customer must display one or more ASSA ABLOY Trademark, depending on the ASSA ABLOY System, on or within the Application(s) developed using the SDK and within publicly available collateral for Application(s), in a manner consistent with the Applicable Branding Guidelines. Subject to and conditioned upon Customer's compliance with the terms of this SDK Agreement and the Applicable Branding Guidelines, ASSA ABLOY grants to Customer, a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to use and display the applicable ASSA ABLOY Trademark on or within the

Application(s). Customer shall comply with all requirements of ASSA ABLOY and the Applicable Branding Guidelines with regard to such use and display of the applicable ASSA ABLOY Trademark, including, without limitation, termination of such use and display. For clarity, the license granted by this Clause is solely for the purpose of displaying the applicable ASSA ABLOY Trademark in the Application(s). At ASSA ABLOY's request, Customer shall, at its own expense, supply or provide access to a reasonable number of samples of its licensed use of the ASSA ABLOY Trademark to ASSA ABLOY for review to ensure compliance with this SDK Agreement and the Applicable Branding Guidelines.

3.4 License Restrictions

3.4.1 Customer will restrict access to the SDK to Customer's employees, agents, and any third-party development providers assisting Customer in developing the Application(s) (collectively, the "Authorized Persons"), who have a need-to-know and have agreed to substantially similar terms no less restrictive as this SDK Agreement. Customer will be liable and responsible for the Authorized Persons' compliance with the terms of this SDK Agreement.

3.4.2 Except as otherwise provided by law or as explicitly permitted by this SDK Agreement, Customer may not and will not permit any other party to or attempt to sell, rent, loan, lease, sublease, assign, or otherwise provide, transfer or dispose of the SDK in whole or in part, to any third party, or modify, adapt, distribute (other than the incorporation of redistributable elements of the SDK in the Application(s) developed by Customer in accordance with the terms of this SDK Agreement) or create derivative works of the SDK, or reverse engineer, disassemble or decompile binary portions of the SDK, or otherwise attempt to derive the source code from such portions. Unless otherwise expressly agreed to by ASSA ABLOY in writing, Customer shall not use or integrate the SDK with any other products or services other than those of ASSA ABLOY.

3.4.3 Customer shall not disclose or publish the results of any performance, functional, or other evaluation or benchmarking of the SDK to any third party without the prior written consent of ASSA ABLOY.

3.5 Additional terms applicable to certain SDKs are included herein as an Attachment.

3.6 The general terms set forth herein shall also apply to use of any application program interface provided by ASSA ABLOY, as applicable ("API") and

as used herein the term "SDK" shall be read as "API" in such context. Notwithstanding, Customer may only use APIs for the purpose of creating interconnectivity and/or interoperability. API use shall be restricted or disabled by ASSA ABLOY in its sole discretion in the event Customer excessively uses APIs beyond the scope of the intended activity.

4 OWNERSHIP.

Ownership of and title to the SDK and the ASSA ABLOY System, any intellectual property therein and any trademarks, service marks, or trade names of ASSA ABLOY and any goodwill arising out of the use of the foregoing will always remain with ASSA ABLOY. Customer will not represent or assert any ownership interest in the SDK or in the ASSA ABLOY System, or in any intellectual property forming part or all of the SDK or the ASSA ABLOY System, or any trademarks, service marks, or trade names of ASSA ABLOY. Customer acknowledges that ASSA ABLOY retains ownership in any redistributable components of the SDK that Customer embeds in Customer's Application(s). Customer shall take no actions that diminish, reduce or impair ASSA ABLOY's ownership, rights in or ability to use the SDK, the ASSA ABLOY System, any intellectual property forming part or all of the SDK or the ASSA ABLOY System, or any trademarks, service marks, or trade names of ASSA ABLOY.

5 SUPPORT.

Unless otherwise expressly agreed to in writing, ASSA ABLOY has no obligations under this SDK Agreement to provide any training, support, service or maintenance of, or in, relation to the SDK.

6 VERIFICATION OF THE APPLICATION(S)

6.1 Customer acknowledges and agrees that the functionality and design of the Application(s) must be approved and verified by ASSA ABLOY prior to Customer's commercial use of the Application(s) (including, without limitation, any marketing or distributing of the Application(s) or otherwise making available the Application(s) to any third party. Customer shall comply with verification procedures as directed by ASSA ABLOY in ASSA ABLOY's sole discretion.

6.2 Notwithstanding such review and verification and of ASSA ABLOY's findings or non-findings thereof, Customer remain solely responsible for the proper functionality and any and all features of the Application(s).

7 CHANGES TO THE SDK

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7.1 ASSA ABLOY reserves the right at any time or for any reason to modify, change, update or enhance the SDK ("Changes") in ASSA ABLOY's sole and exclusive discretion. Customer acknowledges and agrees that if Customer does not promptly implement such Changes, the Application(s) may become incompatible with the ASSA ABLOY System. ASSA ABLOY has the right to suspend Customer's access to and use of the ASSA ABLOY System if Customer does not promptly implement the Changes. Any changes to the Application(s) will be made at Customer's sole cost.

7.2 Changes to the SDK released by ASSA ABLOY may be subject to restrictions, including without limitation restrictions on use, identified at the time of release of such Changes.

8 THIRD PARTY SOFTWARE AND OPEN SOURCE

8.1 The SDK may include or be bundled with other software programs licensed under different terms, including open-source software. ASSA ABLOY is not responsible for any third-party software and shall have no liability for the Customer's use of such third-party software. Any third party or open-source software used in the SDK is subject to the specific terms of such software, which terms will be provided with the SDK.

8.2 Customer may not use or link any open-source code or other open source materials with the SDK in a manner that would cause or causes the SDK (or any portion thereof) to become subject to the terms of an open source license under which downstream recipients or other third parties may claim the right to (i) copy, create derivative works of, or redistribute the SDK (or any portion thereof), or (ii) receive source code to the SDK (or any portion thereof). Customer is liable towards ASSA ABLOY for any damage, loss, including loss of profit, cost or expense due to Customer's breach of this Clause.

9 CUSTOMER DUTIES AND WARRANTIES

9.1 Customer must comply with all applicable regulatory requirements, including without limitation all applicable laws, regulations, and policies related to the use of the SDK and the development and distribution of the Application.

9.2 Customer shall be solely responsible for (and ASSA ABLOY shall have no responsibility to Customer or any third party): (i) any data, content, or resources that Customer creates, transmits or displays and which is developed by Customer by use of the SDK; (ii) any deficiencies in the Application(s); (iii) any breach of Customer's

obligations under this SDK Agreement or any applicable third party contract, or any applicable law or regulation; or (iv) for any loss or damage which ASSA ABLOY or any third party may suffer as a result of any such breach.

9.3 Customer warrants and represents that Customer will: (i) carry out any development of the Application(s) with appropriately qualified and skilled employees and adequate resources, and in a professional and workmanlike manner and in line with generally accepted standards in the industry and (ii) immediately report any compromise of security of or unauthorized access to the ASSA ABLOY System of which it becomes aware.

9.4 Customer agrees that it will be responsible for all copies of SDK received, made or distributed by Customer and for any and all third-party claims, actions or proceedings as well as any losses, liabilities, damages, costs and expenses suffered by ASSA ABLOY resulting, directly or indirectly, from the unauthorized use of the SDK or caused by Customer's breach of this SDK Agreement. All copies of the SDK are owned by ASSA ABLOY.

9.5 Customer shall comply with all applicable privacy laws in its development, use and distribution of the Application(s) pursuant to this SDK Agreement, and Customer shall notify End Users of any data collected via the Application(s) in Customer's privacy policy. Customer will maintain and process all user data in accordance with Customer's privacy policy and all applicable laws and regulations in any countries in which the Application(s) is distributed or used.

10 CONFIDENTIALITY AND FEEDBACK

10.1 ASSA ABLOY and Customer acknowledge that each party may have access to certain of the other party's confidential and proprietary information in connection with the SDK (the "Confidential Information"). Each party will take all reasonable precautions necessary to safeguard Confidential Information, including those taken by such party to protect its own confidential information of a similar nature. Each party will use the other party's Confidential Information solely to fulfil the Purpose.

10.2 Neither party will have any confidentiality obligation with respect to any portion of the Confidential Information that (i) it independently develops without reference to the other party's Confidential Information, (ii) it lawfully obtains from a third party under no obligation of confidentiality or

(iii) becomes available to the public other than as a result of its act or omission.

10.3 The confidentiality undertaking shall apply for the duration of this SDK Agreement and for a period of five (5) years thereafter. To the extend the Confidential Information relates to or consists of an intellectual property right (for example copyright code), the confidential period shall apply for the period of protection and for an additional period of five (5) years thereafter. Customer shall ensure that any Authorized Persons given access to Confidential Information will comply with the confidentiality undertakings set out in this SDK Agreement.

10.4 Customer may, from time to time, provide suggestions, comments, or other feedback to ASSA ABLOY with respect to the software, SDK or ASSA ABLOY System ("Feedback"). Customer agrees that all Feedback is and shall be entirely voluntary. ASSA ABLOY shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to Customer.

11 DISCLAIMER OF WARRANTY

THE SDK IS PROVIDED AS IS. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT OR TITLE, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. ASSA ABLOY DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SDK WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER SHALL BEAR THE RISK AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR OTHER DEVICE, INCLUDING BUT NOT LIMITED TO COMPUTER SYSTEMS AND DEVICES OF CUSTOMER OR USERS OF ANY APPLICATION, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SDK. NO ADVICE OR OTHER INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM ASSA ABLOY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS SDK AGREEMENT.

12 INDEMNITY

Customer shall defend, indemnify, and hold ASSA ABLOY, its Affiliates, officers, directors, third-party service providers 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: (i) Customer's breach of any license restrictions,

duties and warranties in this SDK Agreement; (ii) Customer's use of the SDK for any purposes other than those set out in this SDK Agreement; or (iii) any Application(s) that Customer develops using the SDK or that interoperates with the ASSA ABLOY System and/or other ASSA ABLOY products/services (including, without limitation, to the extent such Application(s) infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy).

13 LIMITATION OF LIABILITY

13.1 ASSA ABLOY, ITS LICENSORS, AGENTS, AND SUPPLIERS SHALL NOT BE LIABLE WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, DATA (INCLUDING PERSONAL DATA) OR LOSS OF USE, OR PROCUREMENT OF REPLACEMENT SOFTWARE, HOWEVER INCURRED BY THE CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ASSA ABLOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 ASSA ABLOY'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM. The foregoing limitations and exclusions apply even if a limited or exclusive remedy fails of its essential purpose and will apply to the extent permitted by applicable law in Customer's jurisdiction. If applicable law limits the application of the provisions of this Clause, ASSA ABLOY's liability will be limited to the maximum extent permissible.

14 TERM AND TERMINATION OF SDK AGREEMENT

14.1 This SDK Agreement shall remain in force for the duration of Customer's use of the SDK and provision of any Application, unless earlier terminated in accordance with these terms. Without prejudice to generality of the foregoing, either party may terminate this SDK Agreement at any time by providing the other party with at least one hundred twenty (120) days prior written notice.

14.2 ASSA ABLOY may terminate this SDK Agreement immediately if: (i) Customer or any party to which the Customer provides access to the SDK, materially breaches any provision of this SDK Agreement; (ii) the SDK or any Application should

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become, or in ASSA ABLOY's opinion be likely to become subject to risk that could impact the operation or security of the ASSA ABLOY System; or (iii) the Customer should take any action in derogation of ASSA ABLOY's rights with respect to the SDK, the ASSA ABLOY System, or any other products/services, confidential information or intellectual property rights.

14.3 Upon termination of this SDK Agreement, for whatever reason, Customer will immediately cease all use of the SDK, and cease distribution of the Application(s). Within twenty (20) business days of the termination of this SDK Agreement, Customer will return to ASSA ABLOY or destroy (and certify destruction of) all copies of the SDK and destroy or return all ASSA ABLOY confidential information in Customer's possession.

15 GOVERNING LAW, VENUE

15.1 The governing law of this SDK Agreement, and all disputes, claims, or causes of action that may be based upon, arise out of, or relate to this SDK Agreement, or the negotiation, execution, or performance of this SDK Agreement, shall be determined as follows:

(i) Where ASSA ABLOY or signatory to the SDK Agreement is located in the United States, Canada or any country in Central America or South America, this SDK Agreement shall be governed by and construed in accordance with the laws of the state of New York excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods will not apply;

(ii) Where ASSA ABLOY or signatory to the Agreement is located in England or Wales, this SDK Agreement shall be governed by and construed in accordance with the laws of England and Wales excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods will not apply; and:

(iii) Where ASSA ABLOY or signatory to the SDK Agreement is located outside of the areas outlined in Clauses 15.1 **Error! Reference source not found.**(i) or 15.2 **Error! Reference source not found.**(ii), this Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to its provisions of choice of law. The provisions of the Sale of Goods Act (1990:931) (Sw. *köplagen*

(1990:931)), the International Sale of Goods Act (1987:822) (Sw. *lagen om internationella köp* (1987:822)) and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

15.2 Any dispute arising out of or in connection with this SDK Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration as follows:

(i) Where ASSA ABLOY or signatory is located in the United States, Canada or any country in South America disputes will be resolved under the American Arbitration Association (AAA) Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Dallas County, Texas. The language to be used in the arbitral proceedings shall be English;

(ii) Where ASSA ABLOY or signatory to the Agreement is located in England or Wales disputes will be resolved under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England.The language to be used in the arbitral proceedings shall be English;

(iii) Where ASSA ABLOY or signatory to the Agreement is located outside of the areas outlined in Clauses 15.2 **Error! Reference source not found.**(i) and **Error! Reference source not found.**15.2 (ii) disputes will be resolved under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"), which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

16 EVALUATION

Trial, evaluation, beta test, or proof of concept of any ASSA ABLOY products or services is provided in accordance with the applicable Evaluation and Proof of Concept Terms and Conditions.

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17 GENERAL

17.1 Each party to this SDK Agreement shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with this SDK Agreement or the technology ASSA ABLOY makes available, including but not limited to laws and regulations applicable to: (i) the import and export of the SDK; (ii) the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other laws or regulations regarding corruption or bribery; or (iii) the use of deceptive or misleading practices. Without limiting the generality of the foregoing, Customer shall comply with all laws and regulations on data privacy, international communications, and the exportation of technical or personal data.

17.2 The Customer represents, warrants and undertakes that: (i) Customer and its Affiliates and agents shall comply with all economic sanctions and export control laws and regulations adopted and enforced by governmental authorities of the European Union, the United States, the United Kingdom, United Nations as well as any economic sanctions and export control laws and regulations adopted by other jurisdictions that are applicable to ASSA ABLOY or the Customer (ii) neither the Customer, its Affiliates, any of its respective officers, directors or employees, end customer, or downstream party, is listed, or is owned or controlled by any individual or entity listed in such laws, (iii) the Customer will not engage in any business involving any such listed parties, (iv) no Application, documentation, other technology or items and any replica thereof will be used, resold, provided or transferred, 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 unless explicitly approved by ASSA ABLOY, (v) no Application, documentation, other technology or items and any replica will be resold, provided or transferred directly or indirectly to the Russian Federation or for use in the Russian Federation (whether or not permitted under economic sanctions and export control laws and regulations applicable to the Customer, and (vi) the Customer will immediately inform ASSA ABLOY of any breach of the foregoing. Following any breach, ASSA ABLOY may refuse further performance or terminate this Agreement and ASSA ABLOY's relationship with the Customer, without liability.

17.3 It is understood and agreed that Customer's breach of this SDK Agreement will cause ASSA ABLOY irreparable damage for which recovery of money damages would be inadequate, and that ASSA ABLOY shall be entitled to seek injunctive relief to protect ASSA ABLOY's rights under this SDK Agreement, in addition to any and all remedies available at law or equity.

17.4 Neither party may assign or otherwise transfer any of its rights or obligations under this SDK Agreement, without the prior written consent of the other party, except that ASSA ABLOY may assign this SDK Agreement to an Affiliate of ASSA ABLOY. Any attempted assignment or transfer in contravention of this provision shall be null and void.

17.5 If any provision of this SDK Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

17.6 No term or provision hereof shall be deemed waived, and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

17.7 This SDK Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written SDK Agreements, communications, proposals, conditions, representations, and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter. No modification to this SDK Agreement will be binding, unless in writing and signed by an authorized representative of each party.

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Schedule A (SDK License Agreement) - EULA

Company is responsible for making sure that such EULA: (i) complies with applicable laws in the jurisdictions in which such End Users use the Application(s) and ASSA ABLOY System; (ii) follows all necessary formalities to ensure that the EULA is enforceable in the jurisdiction in which End User uses the Application(s) and/or is registered to access the ASSA ABLOY System; (iii) complies with any applicable requirements set out in the SDK Agreement; (iv) includes a provision excluding ASSA ABLOY and its Affiliates and service providers from liability in relation to the Application(s) and ASSA ABLOY System (not necessarily by name, but at least by role, e.g. service providers) including without limitation in relation to the performance or non-performance of: (a) the ASSA ABLOY System and (b) internet hosting services provided by third parties.

The EULA shall also include language to the following effect:

The End User agrees not to:

a)   *use the [Application(s)] on any device that End User does not own or control, and may not distribute or make the [Application(s)] available over a network where they could be used by multiple devices at the same time;*

b)   *rent, lease, lend, sell, redistribute or sublicense the [Application(s)] or a device on which the [Application(s)] is installed;*

c)   *copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the [Application(s)], any updates, or any part thereof;*

d)   *download any software to the device which may impact the functionality and security of the [Application(s)] (including "rooting" or "jailbreaking" the device);*

e)   *let anyone tamper with the device in a way that may impact the functionality and security of such device;*

f)   *engage in any act that violates the license or infringes intellectual property rights; or*

g)   *use the Application(s) for any purpose other than uses authorized by Licensor.*

The End User is responsible for and agrees to do the following:

a)   *protect End User's device against unauthorized access;*

b)   *download updates and/or upgrades of the Application(s);*

c)   *make sure that all settings, required network communication, entries, and changes necessary to operate the Application(s) on End User's device are correct; and*

d)   *immediately delete, or request deletion, of Mobile ID(s) from End User's device if the device is lost, to be sold, transferred or assigned to someone else, or when End User ceases to use the services.*

The End User acknowledges and agrees that the Application(s) and services are provided "as is". All express or implied conditions, representations, and warranties, including, without limitation, any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement or title, are disclaimed, except to the extent that such disclaimers are held to be legally invalid. [Licensor] does not warrant that End User's use of the services and Application(s) will be uninterrupted, error-free or completely secure. End User bear the risk is solely responsible for any damage to End User's device, or loss of data that results from use of the services and Application(s).

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