

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS govern the provision of Hardware, Traka Web and Installation Services from ASSA ABLOY Global Solutions AB (trading as Traka Nordic) ("ASSA ABLOY") and the customer named in the Agreement ("Customer"). Support services are subject to the execution of a separate support agreement. Each of ASSA ABLOY and Customer shall also be referred to as a "Party" or, in the collective, the "Parties."

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

1. DEFINITIONS

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

- 1.1. "**Affiliate**" means a legal entity that directly or indirectly through one or more intermediaries is controlled by or under common control with a Party's ultimate parent company. For the purposes of this definition, the term "control" shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.
- 1.2. "**Agreement**" means the Quote which refers to these General Terms and Conditions, and any schedules (including these General Terms and Conditions), addendums or other attachments thereto (including any specific terms and conditions for the Service).
- 1.3. "**APIs**" means application programming interfaces.
- 1.4. "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general banking business (other than for Internet banking services only) in the jurisdiction where ASSA ABLOY is incorporated.
- 1.5. "**Confidential Information**" means the Documentation, and the following information of ASSA ABLOY or its Affiliates: data, drawings, benchmark tests, specifications, trade secrets, algorithms, source code, object code, know-how, formulas, processes, ideas, inventions (whether patentable or not), customer lists, schematics and other technical, business, financial, marketing and product development plans, forecasts, strategies and information, and any information disclosed by ASSA ABLOY under the Agreement. The terms and conditions of the Agreement shall be treated as Confidential Information.
- 1.6. "**Documentation**" means the Specifications and, in the event the provision of which is required for use of the Hardware or any of the Services, any proprietary information or documentation made available to Customer by ASSA ABLOY for use in conjunction with the Hardware or Service, including any information available online through the Service.
- 1.7. "**Effective Date**" means the date when the Agreement is executed.
- 1.8. "**Embedded Software**" means any software component embedded in the Hardware.
- 1.9. "**End User**" means Customer's employee, contractor, guest or other individual that is authorized by Customer to use or benefit from the Hardware or Services as an end user.
- 1.10. "**EULA**" means the separate end user license agreement between ASSA ABLOY and Customer granting Customer the right to use Traka Web or Embedded Software.
- 1.11. "**Force Majeure**" means an event beyond a Party's reasonable control including, without limitation, strikes, lock-outs or other labour disturbances or disturbances by fire, flood, war, embargo, blockade, riot, epidemic, governmental interference, delay or shortage in transportation or inability to obtain necessary labour, materials or facilities from usual sources or from defect or delay in the performance of any of its suppliers or subcontractors if caused by any circumstance referred to in the foregoing.
- 1.12. "**Hardware**" means hardware (or parts) including Embedded Software (as applicable) sold by ASSA ABLOY to Customer, as set forth in the Agreement.
- 1.13. "**Installation Services**" means (i) installation services purchased by Customer or (ii) implementation services comprising upgrading of the current software and Hardware used by Customer to the latest version of such software.
- 1.14. "**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.
- 1.15. "**Know-how**" means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of tests and trials, processes, techniques and specifications, quality control data, analyses report and submissions) that is not in the public domain.

- 1.16. **"License"** means right to use Traka Web or Embedded Software pursuant to the EULA.
- 1.17. **"License Term"** shall have the meaning set forth in Clause **Error! Reference source not found.**.
- 1.18. **"Personal Data"** means any information relating to an identified or identifiable natural person and shall be construed in accordance with applicable data protection law.
- 1.19. **"Quote"** means a quote, purchase order or other agreement in writing which refers to these terms and conditions, duly executed by ASSA ABLOY and accepted by the Customer or a purchase order executed by the Customer and accepted by ASSA ABLOY, for provision of Services (and any changes to previously ordered Services) and/or Hardware. Any Quote of ASSA ABLOY will expire 30 days after the date of issuance, unless Customer accepts the Quote prior to such date.
- 1.20. **"Services"** shall mean provision of access to Traka Web and Installation Services as specified in an Agreement.
- 1.21. **"Specification"** means the functional, technical and commercial specifications and terms and conditions of the Hardware or Traka Web, which may include, without limitation, service descriptions, statement of works and pricing and commercial terms.
- 1.22. **"Taxes"** shall have the meaning set forth in Clause 5.6.
- 1.23. **"Traka Web"** means the software solution Traka Web, API and modules as further identified and specified in the Specification, intended for computers, tablets and smart phones and licensed to the Customer under the Agreement.

2. LICENSES AND OWNERSHIP

- 2.1. **Scope.** These General Terms and Conditions set forth the general terms and conditions under which ASSA ABLOY sells and provides Hardware and Services. Each Agreement will be deemed to incorporate and be subject to all the terms and conditions of these General Terms and Conditions, except to the extent the Quote expressly modifies specific terms.
- 2.2. **Ownership.** The license granted under the EULA(s) does not constitute a sale of the Traka Web, Embedded Software or any portion of it. ASSA ABLOY and its licensors retain all right, title and interest in Traka Web, the Embedded Software, the Services and associated Documentation, and all translations and derivative works thereof, including any materials, inventions, or works developed through ASSA ABLOY's performance of Services, and all Intellectual Property Rights embodied therein or relating thereto. All rights not expressly granted under the Agreement or the EULA are reserved by ASSA ABLOY and its licensors. There are no implied rights.
- 2.3. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time,

modify, update and/or upgrade, temporarily or permanently, Traka Web, the Embedded Software and the Services (or any part thereof). ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Hardware.

- 2.4. **Disabling of Traka Web or part thereof.** ASSA ABLOY may disable the functionality of the Traka Web or part thereof: (a) immediately upon written notice to Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security (in which case ASSA ABLOY shall reactivate the functionality of the Service when such breach has been eliminated), (b) immediately upon written notice to Customer in the event of a third party claim of infringement, violation or misappropriation of intellectual property rights, (c) in the circumstances set forth in Clause 9.1, and (d) otherwise upon termination or expiry of the Agreement.

3. PURCHASE AND DELIVERY

- 3.1. **Shipping, Delivery and Storage.** ASSA ABLOY reserves the right to make, and Customer agrees to accept, multiple shipments to fulfill an Agreement. All shipments and delivery terms are EXW (Incoterms 2020). Risk in and to Hardware included in a shipment transfers to Customer at the time the carrier signs the bill of lading. All freight and shipping costs are the responsibility of Customer, are estimates only and subject to change. Title in and to Hardware transfers upon ASSA ABLOY's receipt of payment. If Customer fails to accept delivery from ASSA ABLOY at the scheduled time as specified in the Quote, the purchase price owed by Customer shall still be due and payable in accordance with the terms set out in the Agreement and the invoice, and any and all risks associated with the Hardware (or parts) to be delivered, shall be solely borne by Customer. All shipping and storage costs incurred by ASSA ABLOY due to Customer's delay or failure to accept delivery shall be fully reimbursed by Customer. Customer is solely responsible for providing a safe and secure storage location for the Hardware at all times.
- 3.2. **Cancellations.** Cancellations can be made only if separately agreed with ASSA ABLOY in writing. All cancellations of Hardware products are subject to a restocking charge equal to fifteen percent (15%) of the invoiced price of the Hardware products cancelled.

4. SCOPE OF INSTALLATION SERVICES

- 4.1. **Installation Services.** ASSA ABLOY shall provide the Installation Services Services as set forth in the Agreement, and on and subject to the Installation Services Terms and Conditions in Exhibit A and a separate site agreement between Customer and ASSA ABLOY.

5. PAYMENTS, FEES, RECORDS AND TAXES

- 5.1. **Payments Generally.** All unpaid balances for account customer are due to ASSA ABLOY net thirty (30) days from the date of an invoice, without right to retention, set-off, withholding or counterclaim for the Customer. A non-account Customer will be invoiced upon accepting a Quote. Customer shall be responsible for all costs and expenses incurred by ASSA ABLOY in connection with any overdue balance. All payments are non-refundable and non-creditable.
- 5.2. **Travel Expenses.** Travel and other expenses directly related to the Services will be invoiced at actual cost.
- 5.3. **Late Payments; Default interest.** Any amount by Customer hereunder which remain unpaid after the due date shall be subject to default interest in accordance with the Interest Act (1975:635) (*Sw. räntelagen (1975:635)*).
- 5.4. **Suspension of Service.** If any amount owing by Customer under the Agreement is 30 or more days overdue, or if Customer violates the Restrictions on Use set forth in Clause 2.4, ASSA ABLOY may, without limiting ASSA ABLOY's other rights and remedies, suspend Services to Customer until such amount is paid in full or, as applicable, Customer remedies its violation of Clause 2.4.
- 5.5. **Records and Audit Rights.** ASSA ABLOY reserves the right to run usage reports against Customer's system for the sole purpose of determining Customer's number of active users, Hardware items or other peripherals for which Customer needs a License ("**Required Licenses**"). Where the number of Required Licenses exceed the purchased Licenses set forth in the Agreement, ASSA ABLOY shall either notify Customer who shall within 10 business days reduce the Required Licenses to be consistent with the purchased Licenses or ASSA ABLOY may charge Customer for payment for the excess retroactively.
- 5.6. **Taxes.** Prices do not include, and Customer shall pay, any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, ad valorem, use, duty, withholding or other like taxes relating to the sale, delivery, receipt, payment for or use of Hardware and Services including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("**Taxes**"). If ASSA ABLOY is required to collect any Taxes, such Taxes will be itemized separately on the invoice and paid by Customer. ASSA ABLOY will accept a valid Tax exemption certificate from Customer, if applicable. If an exemption certificate previously accepted by Customer is not recognized by the relevant governmental taxing authority, Customer agrees to promptly reimburse ASSA ABLOY for any Taxes covered by such exemption certificate which ASSA ABLOY is required to pay.

6. DATA PROTECTION

- 6.1. Each Party shall be regarded as a data controller of all Personal Data processed by it, and shall comply with applicable Data Protection Laws and Regulations.

7. LIMITED WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

- 7.1. **Installation Services.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants for a period of 30 days from performance of service that Installation Services shall be performed in accordance with generally accepted industry standards.
- 7.2. **Hardware.** Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that the Hardware products will be free from material defects in materials and workmanship and will substantially conform to the applicable Documentation in effect as of the date of manufacture for a period of one (1) year from the date of shipment. No credits or refunds will be given for Hardware products that are returned incomplete or damaged. ASSA ABLOY shall not be required to perform any warranty repairs of the Hardware at a specific site. Customer shall be responsible for removing and reinstalling all the parts or components of the Hardware returned to ASSA ABLOY for repair under the warranty. Customer shall bear all risk of loss during the shipment of items and Hardware products returned to ASSA ABLOY. Customer shall be solely responsible for obtaining insurance on any and all items and Hardware products that are returned to ASSA ABLOY.
- 7.3. All Hardware and systems that require online commissioning must be commissioned by a qualified and trained (in accordance with industry standards) professional technician/installer to be covered under ASSA ABLOY's warranty.
- 7.4. The warranty does not apply to (a) consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship. Customer is solely responsible under the Agreement to ensure that batteries powering Hardware are properly charged and timely exchanged. (b) to cosmetic damage, unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product; (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of ASSA ABLOY or an ASSA ABLOY authorized technician; (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware.

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

7.5.1. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy for a breach of the foregoing limited Installation Services warranty shall be ASSA ABLOY's commercially reasonable effort to reperform the non-conforming part of the Services. ASSA ABLOY will, at ASSA ABLOY's expense, take such actions it determines in its sole discretion are required to conform;

7.5.2. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy if Traka Web does not conform to ASSA ABLOY's then current Specifications shall be ASSA ABLOY's commercially reasonable effort after receiving written notice describing in reasonable detail the specific nature of the defect or non-conformity to repair or replace the functionality of the non-conforming part of Traka Web to make it perform substantially in accordance with the Documentation. In the event ASSA ABLOY is unable to remedy the non-conformity and such non-conformity materially affects the functionality of Traka Web, Customer will have the right to terminate the applicable service, in which case ASSA ABLOY must refund to Customer a pro rata portion of any fees pre-paid by Customer for the applicable remainder of the Initial Subscription Period or Renewal Subscription Period;

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

7.6. **Disclaimer of Warranties.** Customer expressly acknowledges and agrees that the use of each of the Services and Hardware is at Customer's sole risk. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 7.5 ABOVE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ASSA ABLOY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ASSA ABLOY DOES NOT WARRANT THAT THE FUNCTIONS MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT

DOWNTIME, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE ABOVE WARRANTIES DO NOT APPLY TO ANY DEFECTS, DAMAGES, FAILURES OR MALFUNCTIONS TO ANY PART OF THE HARDWARE OR SERVICES RESULTING FROM (A) NEGLIGENCE, ABUSE, OR MISAPPLICATION (B) USE OF THE HARDWARE OR SERVICES OTHER THAN AS SPECIFIED IN THE DOCUMENTATION THEREOF OR OTHERWISE IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER (C) ANY ALTERATIONS, MODIFICATIONS OR ADAPTATIONS OF THE PRODUCTS PERFORMED BY ANYONE OTHER THAN ASSA ABLOY, OR ANY UNAUTHORIZED COMBINATION OR INTERFACING OF THE HARDWARE WITH OTHER HARDWARE OR SOFTWARE. FURTHERMORE, ASSA ABLOY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE PERFORMANCE OR THE RESULTS OF THE USE OF THE SERVICES OR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF A WARRANTY.

7.7. **Third Party IPR Claims.** In the event that Hardware or a Service becomes subject to a claim by a third party that it infringes a third party copyright, patent or other intellectual property right, or ASSA ABLOY anticipates that such a third party claim may be raised, ASSA ABLOY shall have at its option and expense the right to (a) obtain for Customer a license to continue using that Hardware or Service; (b) substitute the Hardware or Service with other substantially similar hardware or service; or (c) terminate the license for the infringing portion of the Hardware or Service. THIS CLAUSE 7.7 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ASSA ABLOY OR ITS AFFILIATES OR THIRD PARTY LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER FOR LOSS OF PROFIT OR REVENUES, COSTS OF DELAY, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCT OR OTHER PRODUCT SOFTWARE, SYSTEM, OR FACILITY, LOSS OF DATA OR INFORMATION, LOSS OF PRODUCTIVITY, INTEREST CHARGES, COSTS OF SUBSTITUTE PRODUCTS, SOFTWARE, SYSTEMS, OR SERVICES, COST OF PURCHASES OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO PROPERTY OR PERSON, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF HARDWARE OR SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT

LIABILITY), OR OTHERWISE), EVEN IF ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ASSA ABLOY'S AGGREGATE LIABILITY FOR DAMAGES OR LOSSES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) UNDER THE AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT (OR, IN THE CASE OF PROVISION OF SERVICES, PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM).

- 7.9. Nothing in this agreement excludes the liability of ASSA ABLOY for death or personal injury caused by ASSA ABLOY's negligence; nor for fraud or fraudulent misrepresentation.
- 7.10. The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable law. If applicable law limits the application of the provisions of this Clause 7, ASSA ABLOY's liability will be limited to the maximum extent permissible.

8. INDEMNIFICATION

- 8.1. Customer shall indemnify and hold ASSA ABLOY, its Affiliates, officers, directors, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of (a) alterations or modifications to Traka Web, Embedded Software or Hardware made by or on behalf of Customer (b) combinations of using Traka Web, Embedded Software or Hardware with products, services, or materials not provided by ASSA ABLOY where the infringement would not have occurred but for Customer's combination of such products, services, or materials; (c) Customer's wilful misconduct or unauthorized use of Traka Web, Embedded Software or Hardware; (d) any violation by Customer of third party rights; or (e) from Customer's use of or submission of customer content through a Service.

9. TERMINATION

- 9.1. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to Customer in the event that (i) Customer breaches any of its obligations under the Agreement, and has been given written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice; or (ii) immediately upon registered letter if Customer commences bankruptcy proceedings, makes composition with its creditors, is subject to the appointment of an administrator or is subject to any other similar proceedings or otherwise proceedings that have the same or similar effects or if the other Party could reasonably be deemed to be insolvent.

- 9.2. **Termination of Agreement by Customer.** Customer may terminate the Agreement by written notice in the event that ASSA ABLOY materially breaches any of its obligations under the Agreement, has been given written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice.

10. CONFIDENTIALITY

- 10.1. **Confidentiality.** Customer agrees to maintain and protect all Confidential Information and keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may use it only for the purposes for which it was provided under the Agreement. Except as expressly provided in the Agreement, Confidential Information may be disclosed only to Customer's employees or contractors obligated to Customer under similar confidentiality restrictions and only for the purposes for which it was provided. These obligations do not apply to information which: (a) is rightfully obtained by Customer without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of Customer; (c) Customer develops independently without using Confidential Information of ASSA ABLOY; or (d) only to the extent and for the purpose of disclosing such Confidential Information in response to a valid court or governmental order, and if Customer has given ASSA ABLOY prior written notice and provides reasonable assistance so as to afford it the opportunity to object or obtain a suitable protective order.
- 10.2. **Remedy for Breach.** Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its confidentiality obligations under the Agreement, and that monetary damages will be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees, notwithstanding Clause 7.5, that the disclosing Party will, in addition to any other remedies available to it at law or in equity for breach of this Clause 10, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations.

11. MISCELLANEOUS

- 11.1. **Compliance with Law.** Each party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of Hardware or Services. Without limiting the generality of the foregoing, Customer shall comply with all laws and regulations on anti-corruption, sanctions and export control, data protection, international

- communications, and the exportation of technical or Personal Data.
- 11.2. **Export and Import Controls.** Traka Web, Hardware, Embedded Software or other technology ASSA ABLOY makes available hereunder may be subject to export laws and regulations of the European Union, the United States and other jurisdictions. Customer agrees to comply strictly with all export laws and regulations. Customer shall not permit End Users to access or use any licensed Service or Customer Content in or via an embargoed country, which would prohibit such access or in any violation of any export law or regulation. Proscribed countries are set forth in the applicable export regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies, represents, warrants and undertakes that Customer is not targeted under the sanctions or export controls of the United Nations, the United States, the European Union or any other relevant government, or are listed on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or any list maintained by the United Nations, the European Union or other relevant government.
- 11.3. **Independent Contractor.** Nothing in the Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as otherwise set forth herein, each Party shall bear its own costs and expenses in performing the Agreement.
- 11.4. **Third Party Rights.** This agreement does not confer any rights on any person or party other than the parties to this agreement and, where applicable, their successors and permitted assigns.
- 11.5. **Governing Law.** This Agreement, and all disputes, claims, or causes of action that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of 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 to this Agreement or any Quote or transaction hereunder.
- 11.6. **Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 11.7. **Assignment.** The Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) ASSA ABLOY may assign the Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise; (ii) ASSA ABLOY may assign the Agreement to any of its Affiliates; and (iii) ASSA ABLOY may use subcontractors in the performance of its obligations hereunder. Any attempted assignment in violation of what is set forth above in this Clause 11.6 will be void.
- 11.8. **Delays and Force Majeure.** ASSA ABLOY shall notify Customer as soon as reasonably possible of any delays in the scheduled delivery, and Customer agrees that ASSA ABLOY cannot be held liable in any manner whatsoever for such delays. Neither party shall be liable for failure to fulfil its obligations (other than payment obligations) under the Agreement issued hereunder or for delays in delivery due to Force Majeure. The time for performance of any such obligation shall be extended for the period lost because of the event of Force Majeure.
- 11.9. **Notices.** Notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties to their respective addresses.
- 11.10. **Severability.** If any provision of the Agreement shall be held by a court of competent jurisdiction to be wholly or partly invalid or contrary to law or public policy, the validity of the Agreement as a whole shall not be affected and the remaining provisions shall remain in full force and effect. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.
- 11.11. **Survival.** Terms and conditions which by their nature extend beyond the License Term shall survive the termination or expiry of the Agreement, including Customer's obligations under Clauses 2.2, 6, 7, 8.1, 9, 10 and 11. Customer's obligations to pay fees or charges due and payable at the time of expiry or termination, or which become due and payable thereafter, shall survive the termination of the Agreement or any addenda hereto.

- 11.12. **Waiver.** No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse is in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. Notwithstanding the foregoing, provisions on complaints and limitation periods, such as in Clause 7 hereof, shall apply.
- 11.13. **Entire Agreement.** The Agreement including all schedules constitute the entire understanding and agreement between the

parties hereto with respect to the subject matter of the Agreement and merges and supersedes all prior communications, understanding and agreements, written or oral, and no amendments shall become effective without written agreement signed by the parties hereto. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

EXHIBIT A INSTALLATION TERMS AND CONDITIONS

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

1. ASSUMPTIONS.

- 1.1. The Services are provided on the assumptions of the site agreements between Customer and ASSA ABLOY, which if materially invalid, may impact the cost and schedule of an installation of the system.

2. CUSTOMER RESPONSIBILITIES.

- 2.1. Customer will be responsible for those activities set forth in the separate site agreements between Customer and ASSA ABLOY. Variance or non-performance of these responsibilities may result in additional fees and charges.

3. ASSA ABLOY RESPONSIBILITIES

- 3.1. ASSA ABLOY will be responsible for those activities set forth in the separate site agreements between Customer and ASSA ABLOY.

4. ACCESS TO SITE

Customer shall provide ASSA ABLOY's installers with access to rooms and corridors at Customer's site to facilitate the Installation Services.

5. CHANGES

- 5.1. **Changes.** Customer or ASSA ABLOY may request, in writing, changes to the Installation Services. Changes may result in increased or decreased price and schedule and shall be documented in a written agreement executed by both Parties before they become effective.