SKIDATA

1. **This Proposal is subject to the Terms and Conditions attached hereto. SKIDATA's General Terms and Conditions apply to products provided on a non-subscription basis. SKIDATA's Mobility Suite Subscription Terms and Conditions apply to products provided on a subscription basis only.**
2. **By signing the Proposal, Customer accepts both the Proposal and the applicable Terms and Conditions, which collectively form the agreement ("Agreement") between Customer and SKIDATA (each individually a "Party", jointly the "Parties").**
3. **All terms of any purchase order or similar ordering document provided by Customer, including but not limited to pre-printed terms or references to links whether inconsistent, similar, or in addition to this Agreement or any portion of the Agreement are expressly rejected.**
4. **This Agreement becomes effective on the last date of signature ("Effective Date").**
5. **If this Proposal is not signed within thirty (30) calendar days from the date of the Proposal, all pricing, service terms, project dates are subject to change and/or rescoping.**

AGREED

CUSTOMER	**SKIDATA**
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
ORGANIZATION: _____	ORGANIZATION: _____
ADDRESS: _____	ADDRESS: _____
DATE SIGNED: _____	DATE SIGNED: _____
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
ORGANIZATION: _____	ORGANIZATION: _____
ADDRESS: _____	ADDRESS: _____
DATE SIGNED: _____	DATE SIGNED: _____

General Terms and Conditions

1. **Scope.**

   1.1   These General Terms and Conditions ("Terms") apply to non-subscription products. If products are provided on a subscription basis, SKIDATA's Mobility Suite Subscription Terms and Conditions apply.

   1.2   Customer has requested SKIDATA to provide hardware, software, consumables, or some combinations thereof (collectively "Product(s)") and/or installation and maintenance services ("Services") as defined in SKIDATA's proposal ("Proposal"). Products and Services are collectively referred to as "Works". SKIDATA agrees to provide the materials, equipment, and services for Customer as described herein and, in the Proposal. Customer is solely liable for any necessary permits from public authorities or other third parties required before SKIDATA is obligated to provide the Services.

2. **Invoices**. Unless expressly listed in the applicable Proposal, invoices are due Net 30 days from the date of the invoice. Without the consent of SKIDATA, Customer is not authorized to set-off, offset, withhold, or deduct payments or taxes from any amounts due or invoiced. License fees may be invoiced separately from other services based upon activation occurrence or similar variable events. Use of the goods or services may be subject to additional transaction fees as outlined in the Proposal schedule of values and which Customer agrees to pay. All recurring fees payable hereunder will be subject to upward adjustment on each January 1st beginning the year succeeding the Effective Date by an amount proportionate to inflation for the preceding 12-month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for All Urban Consumers, U.S. city average, all expenditures except food and energy as published by the United States Bureau of Labor Statistics.

3. **Default.**

   3.1   If Customer defaults under this Agreement SKIDATA may do any or all of the following:

   (a) require Customer to pay SKIDATA, on demand:
   - (i)   an administrative late charge of twenty-five USD ($25.00) for each invoice that includes past due fees and/or charges,
   - (ii) all invoiced payments and other fees and charges then due and past due, if any,
   - (iii) all payments to become due in the future through the remainder of the term, and/or
   - (iv) interest on the amounts specified in clauses "ii" and "iii" at the lower of 1.5% per month or the highest rate permitted by law, from the date of demand to the date paid,

   (b) suspend its performance under this Agreement or under any other agreement between the Parties immediately upon written notice,

   (c) terminate the Agreement with immediate effect, if such default remains uncured for more than thirty (30) days, after receipt of a written notice of default, and

   (d) exercise any other remedy available to SKIDATA at law or in equity together with all costs, including attorney's fees and expenses, incurred in the enforcement and collection of overdue payments.

   (e) Both the Customer, on its own, and any party of whom Customer is acting on behalf, shall be jointly and severally liable for any payment obligations under this Agreement. SKIDATA may seek payment from either or both parties, at its sole discretion, without waiving its rights or remedies against the other.

   3.2   If SKIDATA fails to perform any material obligation under this Agreement, and such default remains uncured for more than thirty (30) days, Customer may do any of the following:

   (a) terminate this Agreement pursuant to section 9 herein and require SKIDATA to refund all amounts remaining or credited for Work not performed at time of termination; or

   (b) exercise any other remedy available to Customer at law or in equity.

   3.3   Customer hereby grants to SKIDATA, a lien, security interest and right of set off as security for all obligations to SKIDATA, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of SKIDATA or any entity under the control of SKIDATA (including a SKIDATA affiliate) or in transit to any of them. "Affiliate" shall mean any person that controls, is controlled by, or is under common control with a legal entity, where "control" means the ability to direct, directly or indirectly, or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise. At any time after the occurrence and during the continuance of an uncured default, without demand or notice, SKIDATA may set off the

same or any part thereof and apply the same to any payment obligations of Customer even though unmatured and regardless of the adequacy of any other collateral securing the obligations. ANY AND ALL RIGHTS TO REQUIRE SKIDATA TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF CUSTOMER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

3.4 A Party's delay or omission in exercising any of its rights pursuant to this section does not constitute a waiver to enforce such rights.

4. **Prices, Taxes and Expenses**. Prices are in US dollars and may be net of any taxes. Unless otherwise provided in the Proposal, Customer shall pay all prices, costs, expenses, taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or SKIDATA or SKIDATA's subcontractors) in relation to the performance of this Agreement ("Contract Sum"). If Customer is required to deduct or withhold taxes, Customer shall pay additional amounts so that SKIDATA receives the full price under the Agreement without reduction for customer taxes. Within one (1) month of payment, Customer shall provide to SKIDATA all official receipts from the applicable governmental authority for deducted or withheld taxes. Except as otherwise specified in the Proposal and subject to Customer's prior written approval, Customer shall reimburse SKIDATA for all reasonable out-of-pocket expenses incurred by SKIDATA in connection with the performance of the Services. Expenses may include travel, lodging, and meals and are reimbursed based on supporting, itemized receipts or invoices. SKIDATA will use commercially reasonable efforts to travel as efficiently and cost effectively as possible given timing and travel requirements.

5. **Shipment.** Unless otherwise specified in the Proposal, Products will be shipped EXW (facilities of any SKIDATA supplier), according to the Incoterms in its latest version. Customer is responsible for paying all actual charges associated with the shipment including all export and import duties, or other related costs. Any shipping dates provided by SKIDATA for any Product are estimates only. SKIDATA will use commercially reasonable efforts to meet requested delivery times. SKIDATA reserves the right to make deliveries in advance of the delivery schedule, in installments and allocate the delivery of Products among its customers. Delay in delivery of one installment will not entitle Customer to cancel other installments. SKIDATA has the right to effect partial deliveries of consumables in case of production limitations. Customer must accept excess deliveries or short deliveries of up to ten (10%) percent of the ordered Consumable(s). Customer authorizes SKIDATA to choose the appropriate manner and means of all shipping of Products if a carrier is not designated in advance. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall notify SKIDATA within ten (10) calendar days after receipt. Failure by Customer to timely inform SKIDATA of any non-conforming Products shall waive any claims related therein and constitute acceptance.

6. **Transfer of Title.** Title to hardware and consumables will pass to Customer upon final payment for all invoices related to the Agreement. Title to software, either stand-alone or embedded into Product remains with SKIDATA or the applicable licensors. Customer's rights and obligations related to software are stipulated in these Terms or in the license agreement between Customer and the applicable licensors.

7. **Risk of Loss.** Risk of loss will pass to Customer upon delivery. If any Product cannot be shipped to or received by Customer when ready due to any cause attributable to Customer, SKIDATA may ship the Products to a storage facility (including storage at the place of manufacture or repair) or to an agreed freight forwarder. If SKIDATA places Products or equipment into storage, the following will apply: (a) risk of loss immediately passes to Customer and delivery is deemed to have occurred; (b) any amounts otherwise payable to SKIDATA upon delivery or shipment will be due; (c) all expenses and charges incurred by SKIDATA related to the storage shall be payable by Customer upon submission of SKIDATA's invoices; and (d) when shipment is possible and upon payment of all amounts due, SKIDATA shall release Products to Customer for delivery. If repair services are to be performed on Products at SKIDATA's facility, Customer shall be responsible for, and shall retain risk of loss of such Products at all times, except that SKIDATA shall be responsible to the extent such damage is caused by SKIDATA's gross negligence.

8. **Term; Termination.**

8.1 The Agreement becomes effective on the last date of signature ("Effective Date") and continues until termination or completion of the Parties' obligations arising out of the Agreement.

8.2 Either Party may terminate the Agreement with immediate effect if the other Party breaches any material terms

or conditions of the Agreement and the breach remains un-cured for thirty (30) calendar days after receipt of written notice of the breach. In addition to the foregoing, SKIDATA may terminate the Agreement with advanced written notice of ten (10) calendar days if Customer becomes insolvent, enters bankruptcy, reorganization, experiences a change in control or other similar proceedings, admits in writing its inability to pay debts, or attempts or makes an assignment for the benefit of creditors.

8.3   The use of the Works may require Customer to enter into a separate stand-alone agreement with 3rd party providers, including but not limited to payment processors. Customer agrees that in the event Customer is unable to successfully contract for these necessary services prior to installation, this Agreement may terminate.

8.4   In the event that Customer terminates this Agreement as set forth herein, SKIDATA shall immediately turn over to Customer any and all Customer documents in the possession of SKIDATA relating to the Work. SKIDATA shall remove all SKIDATA owned equipment and materials from the project location specified in the Proposal and shall cease all work under the Agreement. Customer shall pay to SKIDATA all amounts owing for work performed to the date of termination. In the event that Customer terminates this Agreement prior to installation but after any equipment or materials has been manufactured, SKIDATA shall be entitled to retain any deposit as partial compensation and any costs related to or arising out of the termination including any restocking fees.

9. **Commencement and Completion of Work.**

9.1   Promptly after the Effective Date, SKIDATA shall provide Customer with a Schedule of Values setting the payment schedule for deposits, milestones, periodic payments, and project completion. In the event of a delay or suspension of service necessitating an adjustment in the schedule, SKIDATA will provide Customer with an updated project schedule upon request, together with an updated schedule of values.

9.2   The Work is to be performed between the hours of the day as approved and directed by SKIDATA together with Customer (e.g. 9:00 am to 5:00 pm). Any Work performed outside this time frame will be billed on a time and material basis. Time will be calculated in thirty (30) minute intervals with a minimum of thirty (30) minutes for Work performed during covered hours and two (2) hours for any Work performed outside of covered hours. Customer agrees to pay all costs and expenses invoiced by SKIDATA for work performed as defined herein.

9.3   If Customer or any third party attributable to Customer causes a delay or suspension in performance of the Work for more than thirty (30) days from the initial scheduled date, SKIDATA may submit an amended schedule of values, pricing scheme, or Proposal to reflect the most accurate cost of goods and services. Customer acknowledges and agrees that any such delay in performance caused by Customer or any third party attributable to Customer may result in an increase in the Contract Sum and hereby accepts the risk and agrees to pay such adjusted costs.

9.4   The Customer shall ensure that all necessary system requirements are met at the time of delivery of the Works. SKIDATA will have no liability for the nonfunctioning of Products due to Customer's failure to meet system requirements. For standalone, ongoing or multi-phase projects where the Works are delivered in stages, Customer shall immediately but no later than fourteen (14) calendar days ("Inspection Period") after delivery (i) inspect the Works for defects and (ii) report any defects in writing to SKIDATA with a detailed description of the defect ("Objection Notice"). Failure to inspect or report within the Inspection Period shall result in acceptance of the completed phase, and any claims related to the condition, quality, or specifications of the Works, except for claims based on latent defects that could not have been reasonably discovered during the Inspection Period. Final acceptance of the entire project, including all Products and Services, will occur after the final phase is completed and inspected under the same terms. Acceptance of the Works shall constitute a waiver of any rights to withhold payment, make deductions, or claim offsets against SKIDATA, except as otherwise expressly provided in this Agreement.

10. **Changes in Work.**

10.1   Any and all changes to the Work, the Services, extra work, modifications, schedule changes, price adjustments to the fee for the Services and substitution of materials requests, must be documented by a written change order initiated by either Party.

10.2   All requests for additional performance or modification shall specify the exact nature of the changes to the scope of the Work and shall state the resulting increase or decrease of the contract sum, and any resulting change to the approved project schedule or completion date. All change orders must be signed by both parties and incorporated and made a part of

the Agreement by reference. The obligations of SKIDATA shall not be adversely affected by the issuance of such change orders, additions, or deductions.

10.3   If the Parties are unable to agree to a revised fee, either Party may terminate this Agreement upon written notice.

11. Warranty, Remedies and Disclaimers.

11.1   Hardware. SKIDATA warrants that the hardware (i) is free from any material defects under normal use and service, wear and tear excepted, at time of delivery and (ii) substantially conforms with the Product documentation. The warranty period is twelve (12) months from the date of delivery to Customer.

11.2   Software. SKIDATA warrants that the software substantially conforms with the functionalities and characteristics described in the Product documentation. Customer acknowledges and accepts that it is technically impossible to produce software that is absolutely free of any defect and that the software, either stand-alone or embedded in the hardware, is provided by SKIDATA "as-is" and "with all faults". SKIDATA makes no representations or warranties of any kind concerning the safety, suitability, inaccuracies, typographical errors, or other harmful components of the software. The warranty period is twelve (12) months from the date of delivery to Customer.

11.3   Services. SKIDATA warrants that Services will be performed in a workmanlike and professional manner consistent with generally accepted industry standards. The warranty period is twelve (12) months from the date of delivery to Customer.

11.4   Consumables. SKIDATA warrants that Consumables are free of material defects at time of delivery and substantially conform with the Product documentation. After delivery, Customer shall be responsible for the storage of all consumables in the original packaging and at the proper environmental conditions. SKIDATA is not liable for any printing or design errors if Customer released the respective proofs. The warranty period is twelve (12) months from the date of delivery to Customer.

11.5   In the event of an alleged warranty claim, upon request and at the expense of SKIDATA, Customer shall ship defective Products to SKIDATA's designated location. Customer shall provide all necessary cooperation in the inspection and remediation of any claimed defects. At SKIDATA's sole discretion, SKIDATA shall be entitled to conduct physical or remote access to Customer's devices including Customer's network(s), computers, or servers. SKIDATA shall fulfill its warranty obligations within a reasonable period of time. At SKIDATA's sole discretion, SKIDATA shall repair, replace, grant a price reduction or refund the price paid for the defective Product or Service. Replaced parts become the property of SKIDATA. If the inspection reveals that there is no claim under the existing warranty, Customer shall bear all costs incurred in accordance with SKIDATA's price list valid at the time of the inspection. For warranty-repaired Products and Services, the warranty period is the remainder of the initial warranty period or ninety (90) days, whichever is greater in duration.

11.6   SKIDATA provides the hardware and software to Customer under the terms of this Agreement with the understanding that technology may evolve, and Products may become obsolete over time. Should any hardware or software provided by SKIDATA become obsolete or unsupported by the manufacturer or licensor during the Term of this Agreement, SKIDATA shall not be liable for the continued performance, functionality, or support of such hardware or software. In the event of obsolescence, SKIDATA may, at its sole discretion, offer replacement hardware or software that meets or exceeds the specifications and functionality of the obsolete product, subject to availability and upon agreement by both parties. Any replacement or upgrade may be subject to additional costs, which Customer agrees to bear.

11.7   The warranty according to this section is void if Customer or Customer's end-user: (a) does not observe conditions for assembly, commissioning, storage or use of the Product; (b) allows third parties not authorized by SKIDATA's written consent to carry out repairs, changes, maintenance, or other servicing of the Product; (c) uses the Product with components not certified by SKIDATA; (d) uses equipment (including but not limited to networks, supply lines, cabling) that does not function properly or supplies insufficient power to the Product; (e) does not carry out required site preparation or maintenance in a timely fashion; (f) is in default with the Agreement with particular respect to payment; (g) incurs damage to the Product as a result of accidents, power surge, or electromagnetic field; (h) if defects or damages are attributable to third-party components, internet/network disruptions, software viruses, inclement weather, chemical influences, a Force Majeure Event, vandalism, or any other acts or omissions of Customer or third parties; or (i) copies, publishes, transmits and/or distributes the Products and related content.

11.8   SKIDATA DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF OR RELATING TO THIRD-PARTY MANUFACTURED PRODUCTS AND COMPONENTS. CUSTOMER

ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES OF ANY KIND EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OTHER THAN THE MANUFACTURERS' WARRANTIES REFERRED TO HEREIN.

12. Third-party Products.

12.1 The use of the Works may require 3rd party manufactured or provided products, services or accessories and/or other system requirements ("3rd Party Components") in order to work in accordance with design specifications. The corresponding requirements are described in the documentation for the respective product. These 3rd Party Components may be supplemented or modified by SKIDATA at its sole discretion, however, Customer is responsible for obtaining, installing, maintaining, and operating any 3rd Party Components. For certain 3rd party Components, additional agreements may apply, which shall be observed by Customer. SKIDATA is not authorized and makes no guarantees or representations as to any 3rd party provided component or products. SKIDATA shall not be liable for damages or losses caused solely by 3rd Party Components. All costs and fees for 3rd Party Components shall be borne by Customer in addition unless otherwise agreed herein.

12.2 To the extent Customer wishes to obtain or use - in addition to the Works – 3rd party manufactured or provided products, services or accessories and integrate such 3rd Party Products into the Solution, Customer shall be solely responsible for ensuring all compatibility and compliance with this Agreement. In such cases, SKIDATA expressly disclaims any and all liability whatsoever without exception arising out of or related to in whole or in part to such 3rd party products.

12.3 The use of the Works may require Customer to enter into a separate stand-alone agreement with 3rd party providers, including but not limited to payment processors. Customer agrees that in the event Customer is unable to successfully contract for these necessary services prior to installation, this Agreement may terminate.

13. Software License.

13.1 Subject to the payment of the Contract Sum, SKIDATA grants Customer a non-exclusive, non-transferable, non-sublicensable right to use SKIDATA Intellectual Property Rights in the software limited to the term within the Proposal for use as part of Customers regular course of business within the territory specified in the Proposal and only in combination with the SKIDATA Product it is made for. Customer acknowledges, that even if software is made available to Customer on a physical data carrier, (a) SKIDATA remains the owner of the software and all Intellectual Property Rights relating thereto and (b) the source code is not part of the Agreement.

13.2 Software updates, service packs, hot fixes, and patches (collectively, "Updates") may be provided to Customer, as such are available, including at SKIDATA option to comply with the applicable laws, regulations and/or compatibility requirements such as security-related and operational standards developed by ISO or the PCI Security Standards Council, LLC. Software upgrades including new releases or versions of software (collectively, "Upgrades") may be offered to Customer, as such are available. Customer acknowledges that, according to the respective release planning, older versions of software may no longer be supported after the expiry of a certain period. SKIDATA is not obliged to provide Updates and/or Upgrades to Customer. Costs for installation of Updates and Upgrades shall be borne by Customer and are not included in the license fee, unless otherwise provided in the Proposal. Customer acknowledges, that Updates and Upgrades may alter the system requirements, and it may be necessary to install the respective predecessor Updates/Upgrades, third-party components and additional or altered hardware. Respective costs shall be borne by Customer and are not included in the license fee. Nothing in the Agreement requires Customer to install Updates or Upgrades but SKIDATA recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, this could possibly endanger the security and operability of software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of Customer. Customer acknowledges and agrees that in the event Customer does not install Updates and/or Upgrades (a) SKIDATA is not liable for damages resulting from the non-installation and (b) warranty claims regarding the effected systems will automatically become void.

13.3 Customer is solely responsible for performing a backup of files and data before installing any Updates and Upgrades. SKIDATA is not liable for lost files, lost information or lost data and related damages. To the extent Customer is allowed to exchange hardware, Customer undertakes to fully and irretrievably remove software from the exchanged equipment and provide evidence for such removal.

13.4 Without the written consent of SKIDATA Customer shall not himself or allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the software, the written materials accompanying the software, or any part thereof; (c) combine the software with any kind of open-source-software; (d) remove or manipulate copyright notices and

other signs on the software copies; (e) use or permit the software to be used to perform services for third parties; (f) make or use any copies of the software, even if the software has been merged or included with other software, or any accompanying materials for any purpose other than as agreed in the Agreement; or (g) publish, transmit and/or distribute the Cloud-Based Services and related content. If Customer creates a back-up copy in accordance with these Terms, Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy. SKIDATA and persons authorized by SKIDATA are entitled to execute an audit by examining the systems, computers, books, records, and accounting records of Customer during normal business hours as far as they are connected to SKIDATA software.

14. **Service Level Agreement (SLA).**

   14.1   For Cloud-Based Services the following availability is agreed:

Availability	99.5% during the observation period

   14.2   "Cloud-Based Services" are applications, information technology infrastructure components, monitoring, storage, or other internet-based functions that enable access from external service providers over the internet or other wide area networks.

   14.3   The observation period during which the availability shall be calculated is one calendar month.

   14.4   SKIDATA will use commercially reasonable efforts to achieve the agreed availability and to provide the Cloud-Based Services in accordance with the standards of the hosting industry (the "Service Standards"). In the event of an interruption, disruption or error which results in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption"), SKIDATA shall make reasonable efforts, taking into consideration the causes and Customer's technical environment, to resume Cloud-Based Services.

   14.5   A period during which the Cloud-Based Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time SKIDATA becomes aware of an Interruption until the time SKIDATA restores availability. For avoidance of doubt, Downtime begins when Customer notifies SKIDATA of the Interruption.

   14.6   SKIDATA shall have the right to monitor the Cloud-Based Services directly or through the service providers to ensure the accuracy of availability as determined solely by SKIDATA. Upon fourteen (14) days' notice, Customer shall be entitled to request a copy of the availability report for the Solution covered under this Agreement.

   14.7   Access to the Cloud-Based Services may be temporarily unavailable for reasons beyond SKIDATA's control such as, but not limited to, connection problems, server and/or network downtime. Such limitation of access to the Cloud-Based Services does not constitute a Downtime and shall not be considered an Interruption under this Agreement.

   14.8   SKIDATA is entitled to block access to Customer's data, delete Customer's data and restrict or terminate reports, batch jobs and/or processes if (a) Customer's data violates this Agreement, (b) Customer uses excessive computer resources that affect the performance of the Cloud-Based Services for other participants, or (c) Customer's Data constitutes a security risk or could cause other serious damage. SKIDATA will use commercially reasonable efforts to inform Customer thereof.

15. **Limitation of Liability.** EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR REVENUE, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM, OR IN THE CASE OF SERVICES, THE TOTAL AMOUNT PAID OR TO BE PAID FOR THE SERVICES THAT GIVES RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

16. **Indemnification.**

   16.1   SKIDATA shall indemnify, defend and hold harmless Customer, its officers, directors, employees, agents and Affiliates ("Customer Indemnities") from and against any third-party claims, demands, actions, proceedings, lawsuits, costs,

expenses, fees (including, without limitation, reasonable attorneys' fees), judgments, settlements, penalties, ("Claim(s)") directly arising out of the following: (a) a SKIDATA manufactured Product provided to Customer under the Agreement infringes any US (i) patent, (ii) copyright, (iii) trademark or (iv) trade secret; (b) the gross negligence or reckless misconduct of SKIDATA in connection with the performance of its obligations under the Agreement which result in an injury to persons or property; and (c) SKIDATA's violation of applicable laws or regulations.

16.2   SKIDATA shall only indemnify Customer Indemnities from and against Claims, if Customer (a) promptly notifies SKIDATA in writing of the Claim, (b) makes no admission of liability, prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim and does not otherwise take any position adverse to SKIDATA, (c) gives SKIDATA sole authority to control the defense and settlement of the Claim, and (d) provides SKIDATA full disclosure and reasonable assistance as required to defend the Claim. Customer's counsel will have the right to participate in the defense of the Claim at Customer's own expense without setoff, reimbursement, or payment whatsoever from SKIDATA.

16.3   In the event a Claim is made under section 16.1 (a), which in SKIDATA's reasonable opinion is determined to be legitimate, SKIDATA at its discretion and sole expense will do the following: (a) secure for Customer the right to continue the use of the alleged infringing Product, (b) replace the alleged infringing Product with a substantially equivalent non-infringing Product, or (c) modify the alleged infringing Product to be non-infringing. In the event SKIDATA is unable to perform the options previously listed (a) through (c), Customer shall return the concerned Products to SKIDATA and SKIDATA shall refund Customer the amount paid for such item.

16.4   Customer acknowledges and agrees that SKIDATA has no indemnification obligations if: (a) any Product was in accordance with Customer's sole design or specifications, (b) Customer or any third party attributable to Customer alter the Product and the Claim would not have occurred absent such alteration, (c) Customer or any third party attributable to Customer combine the Product with materials not supplied or approved by SKIDATA and the Claim would not have occurred absent such combination, (d) Customer continues to use the Product after receiving written notice from SKIDATA to stop using the Product, (e) the Claim arises out of Customer's use of the Product in violation of this Agreement. In no case will SKIDATA be liable for any Claims arising out of Customer's negligent, reckless, or willful conduct.

16.5   Customer shall indemnify, defend and hold harmless SKIDATA, its officers, directors, employees, agents, and Affiliates ("SKIDATA Indemnities") for any and all expenses, including reasonable attorney's fees, incurred by SKIDATA Indemnities in connection with any litigation, administrative action or government investigation involving Customer in which SKIDATA Indemnities are (i) obligated to provide testimonial, documentary or other evidence under any order, subpoena or other formal process or (ii) otherwise obligated under applicable law to take any action where failure to take such action could reasonably be expected to expose SKIDATA Indemnities to liability of any kind. Customer shall also indemnify, defend and hold harmless SKIDATA Indemnities from and against all losses, costs, expenses, obligations, liabilities, and damages, including interest, regulatory and other fines, penalties, reasonable attorneys' fees and costs that result or arise from Customer's violation of any applicable law(s).

16.6   SECTION 14, THE INFRINGEMENT SECTION IS SKIDATA's ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CUSTOMER'S INABILITY TO USE THE PRODUCTS OR ANY PORTION OF THE PRODUCT DUE TO ANY CLAIM.

17. SKIDATAT's Intellectual Property.

17.1   "**Intellectual Property**" means any and all information developed by SKIDATA in relation to Works or otherwise and includes trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets, standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, equipment standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to SKIDATA now or in future, anywhere in the world.

17.2 "**Intellectual Property Rights**" means (i) all possible rights, benefits, title or interest in or to Intellectual Property, anywhere in the world (whether registered or not) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (ii) any goodwill in relation to or in connection with Intellectual Property, (iii) any licenses, permissions and grants in connection with Intellectual Property; (iv) applications, extensions and renewals for registered Intellectual Property and the right to apply for them in any part of the world, (v) the right to obtain and hold appropriate registrations for Intellectual Property, (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

17.3 SKIDATA and/or its licensors are exclusively entitled to all Intellectual Property. For the avoidance of doubt, SKIDATA retains all right, title and interest in any pre-existing or new Intellectual Property which may be used in performance of the Agreement, including any modifications or improvements made during the performance of the Services. To the extent Intellectual Property is embodied in any deliverable, SKIDATA grants Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable, license to use such Intellectual Property as is necessary to use the deliverable for Customer's general business purposes in accordance with this Agreement.

17.4 Customer warrants and represents that it has the intellectual property rights, including but not limited to, lithographs, print layouts, writings, or fonts of any kind, provided by Customer for performance of the Works. To the fullest extent available under the law, Customer expressly indemnifies and holds SKIDATA Indemnities harmless in respect of any claims or proceedings arising out of intellectual property infringement by Customer.

18. **Data Protection; Consumer Privacy Laws; Remote Access Support.**

18.1 Customer´s Data shall remain the property of Customer. To the extent SKIDATA has access to Customer's data or devices, SKIDATA may collect, forward, and use Customer's data for (a) fulfilment of this Agreement, (b) improvement of product and services, and (c) billing or general customer service purposes. SKIDATA may transfer such data to affiliated companies, or third parties commissioned to process data for SKIDATA insofar as it is related to performance or to make improvements to the Solution. The Customer acknowledges and accepts that SKIDATA uses certain software (called "Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data – such as, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, and time of installation – from Customer.

18.2 In order to troubleshoot and diagnose any potential issues with the product and services, Customer agrees to allow SKIDATA remote access to Customer's devices including Customer's network(s), computers, or servers. Remote access shall be conducted only through SKIDATA's authorized software solutions. Any Customer provided remote access software is specifically rejected and shall not be utilized at any time.

18.3 SKIDATA may make backup copies of Customer's Data, the transaction history, and other relevant information at SKIDATA's own discretion to comply with applicable laws and regulations. However, SKIDATA is not otherwise obliged to preserve Customer Data outside the terms of this Agreement. Any retention of Customer Data and associated risk of loss, other than as outlined below shall be at Customer's sole risk. In the event Customer desires a backup copy of Customer Data for Customer's personal use, Customer may request a backup copy be provided at Customer's cost and Customer shall be responsible for retention and protection of any and all copies.

18.4 SKIDATA shall store Customer's Data for the period agreed in the Documentation. The Storage of Customer's Data beyond the period stipulated in the Documentation requires a separate agreement between the Parties. SKIDATA backup copies of Customer's Data serve exclusively to restore the Solution in the event of a system failure, sabotage, or other damaging event which may otherwise render the Solution unusable. SKIDATA backup copies are not used as data storage and therefore will not extend the storage period stated in the Documentation. After expiry of the storage period stipulated in the Documentation, SKIDATA is entitled to dispose of Customer's Data without consulting Customer. Customer acknowledges and agrees that SKIDATA may take anonymization measures instead of deleting Customer's Data. In this occasion SKIDATA shall carefully anonymize Customer´s Data so that it can no longer be associated with Customer; and SKIDATA may use this anonymized information to improve its services.

18.5 Customer acknowledges and agrees, that SKIDATA is entitled to compile and retain Aggregate Data and Analytics

Data for purposes of (a) operating, maintaining, analyzing and improving existing Cloud Based Services and (b) researching and developing new Cloud Based Services. "Aggregate Data" means anonymized information and data collected or submitted in the course of accessing and using the Cloud Based Services by Customer. "Analytics Data" means the analysis of the use of Cloud Based Services by Customer. SKIDATA owns all rights in and to Aggregate Data and Analytics Data, provided that such Aggregate Data and Analytics Data are anonymized in such a manner that neither Customer nor any end user can be identified.

18.6　　　After termination of the Agreement, Customer may choose whether to have its customer, sales, access and revenue data (or in certain cases invoice data): (a) handed over in machine readable format; (b) remain stored with SKIDATA for a reasonable fee; or (c) be irrevocably deleted or anonymized.

18.7　　　Not more than once per quarter, SKIDATA shall provide Customer with a data export of its sales, access and invoice data in a readable format free of charge upon written request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.

18.8　　　Both Parties　will comply with all applicable industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the PCI-DSS); ISO/IEC 27001; and all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information, including without limitation, the Gramm-Leach-Billey Act ("GLBA"), 15 U.S.C. §§ 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act)CAN-SPAM"); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.802 - 1798.84); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H).

19. **Confidentiality.**

19.1　　　"**Confidential Information**" means information disclosed by one Party to the other Party either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities; including without limitation (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; (b) information relating to the disclosing Party's technologies, products, solutions and services used, provided and/or owned by the disclosing Party; and (c) the content and terms of the Agreement. Confidential information does not include information that (i) is known to the receiving Party before receipt from the disclosing Party, directly or indirectly, without an obligation of confidentiality to the disclosing Party, (ii) is legally obtained by the receiving Party from a third party without an obligation of confidentiality to the disclosing Party, (iii) is or becomes publicly known or otherwise ceases to be confidential without violation of this section by the receiving Party, (iv) is independently developed by the receiving Party, or (v) is required to be disclosed in order to comply with a judicial order or decree, request of an arbitral court, provided that the receiving Party shall use its best efforts to maintain the confidentiality of the Confidential Information, e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify the disclosing Party thereof and give both Parties the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence. Communication of information to financial institutions and their professional advisors in the context of the assignment of receivables do not constitute a breach of confidentiality.

19.2　　　The receiving Party agrees not to use any Confidential Information for any reason except to the extent necessary in connection with the Agreement. The receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and use of Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to third parties, except to its Affiliates, employees, officers, directors, consultants, attorneys, accountants and other advisors who are required to have the information in order to carry out discussions and activities under this Agreement ("Representatives"). As an express condition to any disclosure of Confidential Information, the receiving Party will advise its Representatives who have access to the disclosing Party's Confidential Information of their confidentiality obligations under this Agreement and will ensure that they are bound by

obligations of confidentiality to the same extent that the receiving Party is bound under this section. The receiving Party shall be liable to the disclosing Party for all breaches by the persons who will be given access to the Confidential Information by the receiving Party. The receiving Party agrees to notify the disclosing Party promptly in writing of any misuse or misappropriation of Confidential Information of the disclosing Party that may come to the receiving Party's attention. Upon written request by the disclosing Party, the receiving Party will promptly return all Confidential Information, including copies, to the disclosing Party.

20. **Force Majeure.**

20.1 Neither Party will be responsible for any failure to perform (other than performance of any obligation to make any payment) or delay in performing its obligations under the Agreement or for damages or losses resulting therefrom, due to causes which are unavoidable and beyond the reasonable control of a Party to the extent it causes such Party to be unable to comply with any or all its obligations under the Agreement.

20.2 Such circumstances may include but are not limited to the following (each a "Force Majeure Event"): natural disasters, pandemics, epidemics, diseases, acts or threats of terrorism, cyber-attacks, outbreak of viruses, fire, flood, explosion or other similar or dissimilar acts of God, acts of war, hostilities (whether war be declared or undeclared), strikes or other matter beyond the reasonable control of the Party claiming benefit under this section, embargo or other acts of governmental or quasi-governmental restrictions or intervention, political instability, public disorder, discontinuity of internet, satellite access or other distribution network access or other similar or dissimilar events (and in the case of SKIDATA, scarcity of personnel and/or raw materials, accidental destruction of substantial goods at SKIDATA's premises, disruption to SKIDATA's manufacturing, sourcing and/or delivery process, or any of the foregoing occurring to SKIDATA's suppliers, subcontractors and/or agents).

20.3 If a Force Majeure Event occurs, then the Party affected will as soon as reasonably practicable notify the other Party in writing of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce its effect (but without incurring unreasonable additional costs).

20.4 If the Force Majeure Event continues for more than one month, the Parties shall use their reasonable efforts to amend the Agreement in such a way that it allows the performance thereof. If despite said reasonable efforts no agreement can be found for the amendment of the Agreement and the Force Majeure Event subsists for more than two additional months, then either Party shall be entitled to terminate the Agreement immediately upon written notice to the other Party with no further obligation or liability other than for amounts due and payable hereunder prior to the date of this termination.

21. **Insurance**. Each Party shall provide and maintain at its own expense the following insurance against liability arising in any way from the Agreement: (a) commercial general liability insurance (including but not limited to contractual liability insurance) in a sum no less than $1,000,000 for any one occurrence and (b) workers' compensation in compliance with the laws of the state(s) wherein the operations will occur, with employers liability insurance in the reasonable amount for each accident, and for each employee. All insurance policies will be issued by companies licensed or authorized to transact business in the state(s) where operations will occur. On a Party's request, the other Party shall provide such Party with a certificate of insurance from the other Party's insurer evidencing the insurance coverage specified in this section. The certificate of insurance shall name the other Party as an additional insured. Each Party shall provide the other Party with 30 days advance written notice in the event of a cancellation or material change in its insurance policy.

22. **Miscellaneous.**

22.1 **Governing Law and Dispute Resolution.** Except for any equitable relief and claims for payment, any dispute, controversy or claim arising out of or in relation to the Agreement, including the validity, invalidity, breach or termination, will be resolved by arbitration in New York under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The tribunal will consist of a single arbitrator to be chosen under the AAA rules. The language of the arbitration will be English. The award will be final and binding on the Parties and will also include legal fees, costs of arbitration and all related matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Agreement is governed by the laws of the State of New York, without regard to its choice of law provisions. The courts of New York County, New York, shall have exclusive jurisdiction over any litigation. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

22.2   Subcontracting. SKIDATA is permitted to subcontract the performance of all or any portion of the Services to any subcontractor that has the requisite skill and expertise to complete the work. If Customer requires its choice of subcontractor, Customer shall (i) verify provision of adequate insurances of the types and values SKIDATA requires, and (ii) indemnify SKIDATA from and against any claim or allegation that arises from Customer's requested subcontractor's performance of services or presence in SKIDATA's facility.

22.3   Entire Agreement. This Agreement (a) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof, (b) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and (c) supersede, merge, and integrate herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.

22.4   Conflicting Terms. All terms of any purchase order or similar ordering document provided by Customer, including but not limited to pre-printed terms or references to links whether inconsistent, similar, or in addition to this Agreement or any portion of the Agreement are expressly rejected. Any other additional or inconsistent terms or conditions in a purchase order or course of dealings between the Parties or usage of trade are expressly disclaimed and rejected. This Agreement shall control and take precedence over any previously or subsequently executed agreements or understandings regarding the subject matter of this Agreement.

22.5   Assignment. Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of SKIDATA. Any purported assignment or transfer by Customer without SKIDATA's prior written consent will be void. SKIDATA may freely assign this Agreement, including any of its rights hereunder, and it may freely delegate its obligations hereunder, in each case to any of its Affiliates and/or to any person or entity that acquires SKIDATA or all or substantially all of SKIDATA's assets related to the products and services provided under this Agreement. In addition, SKIDATA may also freely assign or transfer any receivables from Customer under this Agreement. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

22.6   Amendment. This Agreement can be amended or modified if, and only if, such amendment is in writing and is signed by each Party.

22.7   Waiver. No failure or delay by any Party in exercising any of such Party's rights, powers, or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder or otherwise.

22.8   Survivability. The terms and conditions of the Agreement which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification, and limitation of liability, shall survive the expiration or termination of the Agreement. No claims arising out of this Agreement shall be brought more than two years after the completion or termination of this Agreement.

22.9   Severability. If any portion or provision of the Agreement is to any extent determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement, and the application of such portion or provision in circumstances other than those as to which it is so determined to be illegal, invalid, or unenforceable, as applicable, will not be affected thereby.

22.10   Contra Proferentem. Each Party acknowledges that it has been represented by counsel under this Agreement or had the opportunity to consult with counsel. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

22.11   Authority to Sign. The individual(s) executing this Amendment on behalf of each party is/are authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

22.12   Interpretation. Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.

22.13   Attorney's Fees. In the event of any litigation, arbitration or any judicial proceeding arising as a result of the breach of the Agreement, the Party prevailing in such litigation or judicial proceeding will be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from the Party not prevailing.

22.14   Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of this Agreement may be made in electronic form showing the signatures of both parties. The Parties agree that electronic signatures are legally valid, effective, and enforceable.

22.15   Compliance with Applicable Laws. Each Party covenants and agrees to comply with all applicable state, local, and federal laws during the Term of this Agreement and thereafter as may be applicable.

22.16   Trade Compliance. The Customer confirms that it will do its utmost to act in compliance with Economic Sanctions and Export Control Laws, and that neither the Customer, nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing is, or has been, listed on any US, EU, UN or UK sanction list. The Customer shall not sell, export or re-export, the product, directly or indirectly, to Russia, Belarus, Iran, North Corea, Syria or occupied parts of Ukraine. The Customer shall undertake its best efforts to ensure that the purpose of this section is not violated by any third parties further down the commercial chain. Any violation by the Customer of this clause constitutes a material breach of an essential element of this Agreement, and SKIDATA, its officers, directors, employees, agents and Affiliates shall be entitled to appropriate remedies, including, but not limited to: (1) termination of this Agreement; (2) a penalty of [25%] of the total value of this Agreement or price of the goods exported, whichever is higher; and (3) indemnification of SKIDATA, ASSA ABLOY Group and its officers, directors, employees, agents and Affiliates.

22.17   Non-Discrimination. Each Party agrees that it will not discriminate on the basis of race, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment.

22.18   Notices. All notices to be given in connection with this Agreement shall be in writing and shall be effective when delivered to SKIDATA or Customer, as may be the case, at their respective addresses set forth in this Agreement. Date of delivery shall be, as applicable, (1) when delivered, if personally delivered (2) forty-eight (48) hours after posting, if sent by certified mail, return receipt requested, postage prepaid, and (3) the next business day after deposit with the courier company, if sent by overnight courier.