

**1. AGREEMENT TERMS.** Seller agrees to be bound by and comply with the purchase order ("PO") and these terms, which are attached to or incorporated by reference into the PO, together with any specifications or other documents referred to herein or in the PO (collectively the "Order"). The Order is an offer to purchase from Seller the goods and/or services including any deliverables and required documentation described therein, and shall not constitute an acceptance of any terms incorporated into any offer to sell, quotation or other proposal from Seller even if referred to in the Order. Where SKIDATA is buying software licenses from Seller, Seller agrees that any "click-wrap," "click-through," "browse-wrap" or "shrink-wrap" terms included or embedded with such software will be of no force and effect and the terms of the Order will govern exclusively. The Order takes precedence over any additional or different terms in any other document connected with this transaction, unless such additional or different terms are: (a) part of a written agreement ("Agreement"), which has been negotiated between the parties and which the parties have expressly agreed may override these terms in the event of a conflict; or (b) set forth in the PO to which these terms are attached. Seller shall irrevocably accept the Order upon the earlier of Seller's issuance of an acceptance or acknowledgement of the Order, or Seller's commencement of any of the work called for by the Order. SKIDATA hereby notifies Seller in advance that SKIDATA rejects any terms and conditions which are in addition to or different than the terms of the Order whether included in Seller's offer, Seller's acknowledgement of the Order, Seller's invoice and/or any other documents of Seller, unless such terms were specifically and expressly accepted by SKIDATA in writing to apply to the Order.

**2. PRICE.** The price for the goods delivered and/or services performed shall be as stated in the PO and are firm; no additional charges of any kind are allowed unless specifically agreed upon by SKIDATA in writing. Unless otherwise set forth in the PO, that price includes all taxes, fees and/or duties applicable to the goods and/or services (including any deliverables) purchased under the Order, except that any value added tax and/or similar taxes which are recoverable by SKIDATA shall not be included in Seller's price but will be separately identified on Seller's invoice.

**3. QUANTITIES, PAYMENT TERMS AND INVOICING.** SKIDATA shall have no obligation to purchase any particular quantity of goods and/or services except for those quantities specified in SKIDATA's PO. Unless otherwise stated in the PO, payment shall be due net thirty (30) days from the later of either (a) SKIDATA's receipt of the goods purchased and Seller's completion of performance of the services (including SKIDATA's receipt of any related deliverables) purchased under the Order, or (b) SKIDATA's receipt of a valid invoice from Seller. Seller may invoice SKIDATA only after Seller has fulfilled all of its obligations related to the goods and/or services purchased under the Order. To be valid, Seller's invoice must (i) contain SKIDATA's PO number, (ii) contain a detailed description of the goods and/or services purchased and their itemized prices, (iii) separately identify all goods and/or services including consigned material, tooling or technology provided by SKIDATA to Seller for production of the goods and/or services (known as "assists" for customs purposes), (iv) separately set forth any state and local taxes which Seller is required by law to collect from SKIDATA, and (v) be issued in the currency specified in the PO. SKIDATA may reject any of Seller's invoices that do not meet the foregoing validity requirements. SKIDATA shall be entitled at any time to set off any amounts owed by Seller to SKIDATA or any of its Affiliates on the Order or any other order. "Affiliate" for purposes of the Order shall mean, with respect to either party, any entity, including without limitation any individual, corporation, company, partnership, joint venture, limited liability company or group that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party.

**4. DELIVERY, REJECTION AND TITLE TRANSFER.** TIME IS OF THE ESSENCE. All deliveries shall be made DDP destination point (INCOTERMS® 2023). Time is of the essence. If Seller delivers the goods or completes the services later than scheduled, after a cure period of seven (7) calendar days, SKIDATA may assess such amounts as may be set forth in the PO as liquidated damages for the period between the scheduled delivery date and the actual delivery date (the "Delay Period"). The parties agree that if liquidated damages are set forth on the PO, they are the exclusive remedy for damages for the Delay Period only, they represent a reasonable pre-estimate of the damages that SKIDATA will suffer as a result of the delay based on circumstances existing at the time of the Order, and they are assessed as liquidated damages and not as penalty. SKIDATA's resort to liquidated damages for the Delay Period does not preclude SKIDATA's rights to other remedies, damages and choices under the Order, including SKIDATA's right to terminate for non-delivery. If no liquidated damages are set forth in the PO, then SKIDATA shall be entitled to recover all damages it incurs because of Seller's failure to perform as scheduled. If any of the goods and/or services furnished pursuant to the Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of the Order, then SKIDATA may reject and/or return at Seller's risk and expense all or any portion of the goods and/or services, and/or rescind the Order without liability. Title shall pass to SKIDATA upon delivery to SKIDATA when risk of

loss transfers from Seller to SKIDATA per the applicable Incoterm, subject to SKIDATA's rights of rejection. Buyer has up to thirty (30) days ("Return Period") from the date the product is received to return the product to Seller without penalty. All returned products must be unused and in original packaging. After the Return Period, returns or exchanges require written approval and are solely at Seller's discretion. Product returned or exchanged after the Return Period are subject to additional shipping charges and a minimum restocking fee of fifteen percent (15%) of the purchase price of the product at the time of sale. Items returned before this date will not be charged the restocking fee but will be subject to additional shipping fees. Custom orders are expressly excluded from this return policy, all custom sales are final and without exception.

**5. WARRANTIES.** Seller warrants that all goods delivered and services performed hereunder shall be (a) free from defects in workmanship and material, (b) new and of merchantable quality, (c) free from any security interest, lien or other encumbrance and have clear title, (d) fit for the purposes for which such goods and services are intended where Seller knows or has reason to know SKIDATA's intended purpose, (e) in strict conformance with all specifications, samples, designs, drawings, descriptions, acceptance criteria and other requirements provided by SKIDATA or stated in the Order, and (f) in strict conformance with Seller's own specifications and documentation to the extent such specifications and documentation are consistent with those provided by SKIDATA. Seller further warrants that (i) it shall perform the services and work hereunder in a competent, safe and professional manner in accordance with the highest standards and best practices of Seller's industry, (ii) it will comply with those policies and procedures of SKIDATA which it has received from SKIDATA in writing, (iii) it has disclosed to SKIDATA in writing the existence of any third party software code, including without limitation open source code, that is included in or is provided in connection with the goods delivered, and (iv) it and all goods delivered hereunder shall comply with all applicable laws, regulations and rules issued by governmental agencies or authorities which are applicable to activities relating to the Order. The foregoing warranties shall extend to future performance of the goods and services and apply for a period of twenty-four (24) months from the date of commercial use or the date of substantial completion, whichever is later (the "Warranty Period"). The term "commercial use" means the date that the goods are incorporated into and operating in any product manufactured and sold by SKIDATA, and/or the services are performed and used in the intended location. SKIDATA may, at its option and at Seller's risk and expense, either reject with refund non-conforming goods or services in whole or in part, require Seller to repair and/or replace such goods, re-perform such services, and/or take such actions as may be required to bring such goods and/or services into conformity with the Order. Any repaired or replaced goods and/or re-performed services shall have a Warranty Period which is the greater of the balance of the original unexpired Warranty Period or nine (9) months.

**6. INDEMNITY.** Seller shall defend, indemnify, release and hold SKIDATA and its Affiliates, and each of its and their directors, officers, managers, employees, agents, representatives, successors and assigns (collectively, the "Indemnitees") harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any kind (including attorneys' fees) arising from any act or omission of Seller or its personnel, agents, representative, officers, successors and assigns in performance of the Order or which constitutes a breach of the Order, except to the extent directly attributable to SKIDATA's gross negligence or reckless misconduct.

**7. INSURANCE.** Seller shall at its own cost and during continuance of its contract with SKIDATA, maintain at minimum the following insurance coverages and shall provide certificates of insurance from insurance carriers with ratings comparable to A-VII or higher, authorized to do business in all appropriate jurisdictions, that are satisfactory to SKIDATA: (i) Commercial General Liability (CGL) Insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for third party bodily injury and/or property damage, including Contractual Liability and Personal Injury; and (ii) Errors and Omission Liability Insurance in the minimum amount of USD \$1,000,000.00 each claim, with coverage extended to include liability arising from the theft of electronic data information. Seller shall include a Waiver of Subrogation in favor of SKIDATA, its Affiliates and their respective employees in its insurance policies. Approval of the insurance by SKIDATA shall not relieve or decrease Seller's liability hereunder. The additional insured status shall include ongoing operations and completed operations coverage. Specifically, the policy shall include an ISO form CG 2010 10/04 and CG2037 10/04 version endorsements or equivalent. Such insurance verification shall be delivered to SKIDATA prior to the commencement of any services pursuant to the terms of the Order. Seller's insurance coverage shall be primary and shall be neither excess coverage policies nor contributing with any coverage maintained by SKIDATA. Seller's insurance policies shall contain a provision that such policies shall not be canceled, materially changed or non-renewed until SKIDATA have been given at least thirty (30) days prior written notice.

**8. INTELLECTUAL PROPERTY.** SKIDATA hereby grants to Seller a non-exclusive, non-assignable, revocable license to use any information, drawings, specifications, computer software, know-how or other property or data furnished by SKIDATA hereunder for the sole purpose of performing its obligations under the Order. The parties agree that each shall exclusively own all intellectual property it had prior to the commencement of the Order and that nothing herein shall be deemed to transfer intellectual property rights from one party to the other party, however, SKIDATA shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created by or resulting from Seller's performance under the Order, including all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively, "SKIDATA's IP Rights"). To the extent Seller delivers software to SKIDATA, Seller hereby grants SKIDATA, SKIDATA's Affiliates, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such software. Further, Seller grants all rights and licenses necessary for SKIDATA and SKIDATA's Affiliates to use the goods and services specified in the PO for the purposes for which they are intended. Seller shall indemnify, defend and hold SKIDATA and SKIDATA's customers harmless from any claim that any goods and/or services sold by Seller pursuant under the Order infringe any intellectual property rights of any third party regardless of whether such claim arises out of the use, sale, importation, distribution, reproduction or licensing of any product, service, article or apparatus or any part thereof which are part of the goods and/or services sold under the Order, as well as any device or process resulting from the use thereof, including in foreseeable combinations with products or services not sold by Seller hereunder. If a claim of infringement is made, Seller will exercise the first of the following remedies that is practicable: (i) obtain for SKIDATA the rights granted under the Order, (ii) modify the goods and/or services so they are non-infringing and in compliance with the Order, or (iii) replace the goods and/or services with non-infringing ones that comply with the Order; and in all cases Seller shall be responsible for all related costs and expenses. SKIDATA shall notify Seller promptly of any such suit, claim or proceeding and give Seller the authority and information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages, costs and expenses incurred or awarded therein, including attorney's fees. Notwithstanding the foregoing, any settlement of such suit claim or proceeding shall be subject to SKIDATA's consent, which shall not be unreasonably withheld.

**9. CONFIDENTIALITY. "Confidential Information"** includes: (i) the Order; (ii) information marked as "confidential" or "proprietary" by the disclosing party; and (iii) SKIDATA's IP Rights. The receiving party shall: (i) use Confidential Information only to fulfill its obligations under the Order, and (ii) protect it with at least the same care as its own confidential information, disclosing it only to authorized personnel as needed. Authorized personnel must be informed of its confidentiality and bound by similar confidentiality terms. Exceptions to confidentiality apply if the information: (i) is public, (ii) was already known, (iii) is received from a non-confidential source, (iv) was independently developed, or (v) is required by law to be disclosed (with efforts to maintain confidentiality). Upon completion or termination of the Order, the receiving party must return or destroy all Confidential Information, with obligations continuing indefinitely.

**10. COMPLIANCE WITH LAWS AND SKIDATA'S POLICIES.** The parties represent, warrant, certify and covenant that they shall comply with all laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable to the activities relating to the Order; and that they are not suspended, debarred or declared ineligible to export by any government entity. In addition, Seller shall comply with Assa Abloy's Supplier Code of Conduct as modified from time to time, the latest version of which will be publicly published. Upon request from SKIDATA and no more than once a year, Seller shall certify in writing its compliance to Assa Abloy's Business Code of Conduct. In the event Seller breaches this clause, SKIDATA may terminate the Order immediately without liability upon written notice to Seller. Seller confirms that it will do its utmost to act in compliance with Economic Sanctions and Export Control Laws, and that neither the Seller, nor, so far as the Seller 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 Seller shall not sell, export or re-export, the product, directly or indirectly, to Russia, Belarus, Iran, North Korea, Syria or occupied parts of Ukraine. The Seller 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 Seller 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.

**11. TERMINATION.** SKIDATA may terminate the Order with or without cause. In the event SKIDATA terminates without cause, SKIDATA will compensate Seller for the actual and reasonable expenses incurred by Seller for work in process up to and including the date of termination; provided that such expenses do not exceed the agreed upon prices. Termination for cause shall become effective if Seller does not cure the failure within ten (10) days of receiving SKIDATA's written notice of termination for cause. In cases The Order shall terminate immediately upon Seller's receipt of notice, if the Seller is in breach of applicable law, or Seller becomes insolvent.

**12. GOVERNING LAW AND DISPUTE RESOLUTION.** The Order shall be governed in all respects by the substantive law of the State of New York, U.S., excluding its conflicts of law provisions. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or in relation to the Order, including the validity, invalidity, breach or termination thereof, shall be resolved at the request of any party to the Order, by final and binding arbitration in accordance with the rules then in effect of the American Arbitration Association. Arbitration will take place exclusively in New York, U.S. For Orders up to two hundred and fifty thousand US Dollars (or the equivalent), the number of arbitrators shall be one; and for Orders in excess of two hundred and fifty thousand US Dollars, the number of arbitrators shall be three. The prevailing party is entitled to reasonable attorneys' fees and costs incurred in enforcing the Order.

**13. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SKIDATA BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

**14. NO AGENCY OR ASSIGNMENT.** The relationship of SKIDATA and Seller is that of independent contractors. Nothing in the Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between SKIDATA and Seller or Seller's personnel. SKIDATA has no right to control directly or indirectly the terms and conditions under which Seller employs its personnel. Seller will not assign its rights or subcontract any of its duties without SKIDATA's prior written consent. Any unauthorized assignment by Seller shall be null and void.

**15. MISCELLANEOUS.** The Order can only be amended or modified in writing and if signed by each party. No claim or right arising out of breach of the Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and agreed upon in writing by the aggrieved party. Either party's failure to enforce any provisions of the Order shall not constitute a waiver of such provision or right. SKIDATA's rights and remedies specified herein are in addition to any other rights and remedies available to SKIDATA under law or equity. Section headings are for convenience only and shall not be given effect in the interpretation of the Order. The terms of the Order shall be interpreted neutrally regardless of which party was the drafter and the doctrine of *contra proferentem* shall not apply. All provisions of the Order, which by their nature and effect are required or intended to be observed, kept or performed after termination or expiration of the Order, shall survive and remain binding upon the parties and their successors and permitted assigns. The term "including" shall mean and be construed as "including, but not limited to," unless expressly stated otherwise. The invalidity, in whole or part of any section or paragraph of the Order shall not affect the remainder of the Order, which shall remain in full force and effect.