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and

End User License Agreement

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- (i) have a compatible computer server and operating system;
- (ii) be connected to the internet to download, install and receive the activation key for the Software;
- (iii) complete the installation based on criteria listed in the installation guide;
- (iv) have installed compatible Licensor hardware;
- (v) have developed an interface to your property management application with the Licensor APIs;
- (vi) have a web-browser based URL for remote access to the Software.

A. Software Description and Functionalities.

(i) Software Description. The Software is a browser-based access management software which You can access via Your web browser. It is designed for creation and deployment of both physical keys which are encoded with an encoder at the Site, and virtual (mobile) keys for use from a mobile application on a mobile device. You use the Software to configure guest and staff (each a “User” or “Users”) access entry points and levels, authenticate and manage access throughout an entire Site either remotely via a compatible web-browser URL interfaced with the Site’s computer server, or directly from the Site computer server or if set-up as part of a network, from a workstation at the Site. This information is entered into the Software by any Authorized User and without the necessity to visit each lock installed at a Site. The information is encrypted and stored on a Licensee’s computer server. The Software also provides the ability to audit and generate various reports in regards to usage of the access control system and locks.

(ii) Software Functionalities. The Software is equipped with the following functionalities which allow You and Your Authorized User to do any of the following:

- Manage Users, configure access for Users and encode User keys.
- Create and manage staff profiles, make , replace and/or cancel staff keys.
- Program, re-program and audit locks. If online communication is enabled, You can also audit online access points.
- Encode special purpose keys.
- Monitoring the status of all keys encoded for use of the Software.
- Audit the usage of the access control system and if the access control system is online, the locks installed at each access point,
- Generate various types of reports for current and historical use of the access control system and locks at the Site

B. Use Restrictions. Except as set forth in Section 1 of these TOU, Licensee further agrees it shall not, and shall require its Authorized Users not to, directly or indirectly:

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 - (i) power generation systems;
 - (ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;
 - (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and
 - (iv) military or aerospace applications, weapons systems, or environments;
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"Software" means the software programs for which Licensee is purchasing a license to use the Software, as expressly set forth in an Order and/or invoice.

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"Term" has the meaning set forth in Section 8.

"Third Party" means any Person other than Licensee or Licensor.

"Update" has the meaning set forth in Section 4 (b) .

"User(s)" has the meaning set forth in Section 3 (A) (i).

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OR,

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Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this TOU, including all statements of work, exhibits, schedules, attachments, and appendices attached to this TOU or the transactions contemplated hereby, shall be instituted in the courts of the City of Montreal, Province of Quebec, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

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15.4 Entire TOU. This TOU, together with any Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensors with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

15.5 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this TOU, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensors' prior written consent, which consent Licensors may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this TOU for which Licensors' prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this TOU. Any purported assignment, delegation, or transfer in violation of this Section 15.5 is void. Licensors may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this TOU without Licensee's consent. This TOU is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.6 Successors and Assigns; No Third-Party Beneficiaries. This TOU is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this TOU.

15.7 Changes to this TOU. You agree that We may make changes to the any part of the TOU from time-to-time. You will be notified of such changes by an email to You or through Your account or by posting a notice or new version of the TOU to the dormakaba Website. We will include a link to the previous version of the terms beneath the new version number, so You can compare the two versions. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of the TOU will continue to apply.

If You disagree with any amendment, You may cancel these TOU by uninstalling the Software and ceasing to use the Software at any time in the 30-day period before the amendment takes effect. If the amendment increases Your obligations under these TOU, or decreases Our obligations under this TOU, then You can also cancel in the 30 days after the amendment takes effect. In either case, there is no cost or penalty for cancelling because You disagree with an amendment. If You do not uninstall the Software and cease using the Software during the cancellation period, then by Your continued use, You are considered to have accepted the proposed amendments.

15.8 Waiver. Our failure to enforce any of the terms and conditions under the TOU or to insist upon strict compliance with any of Your obligations hereunder shall not mean We have waived Our rights to demand full and exact compliance with the terms of this TOU. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.9 Severability. If any term or provision of this TOU is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this TOU or invalidate or render unenforceable such term or provision in any other jurisdiction.

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