

END USER LICENSE AGREEMENT

Version 1.4 – September 2024

1 - BASIC INFORMATION

This End User License Agreement (the “Agreement”) is a legal agreement between you and the ASSA ABLOY group company operating in the jurisdiction where ASSA ABLOY’s CLIQ system (“System”) is to be used by you, setting out the rights, obligations, liabilities and other matters relating to ASSA ABLOY’s App and Services (as defined below) enabling you to use our access control system marketed under the trademark “CLIQ”. A right and license to use the App and/or the Services (as defined below) is granted to you under this Agreement. For a list of ASSA ABLOY group companies, please visit <http://www.assaabloy.com>.

If you have downloaded our smartphone app (the “App”) to be used for accessing and using the System, then the privacy policy (the “**Privacy Policy**”) forms an integral part of this Agreement in relation to the App. You are through this Agreement granted a License to download and use the App in accordance with the terms and conditions below.

In the event of a conflict between a sales agreement including any appendices thereto regarding the purchase of a CLIQ system, which includes the App and/or the Services (as defined below), and the terms and conditions herein, then this Agreement shall control unless the sales agreement or an appendix thereto explicitly refers to this Agreement and in detail specifies how it deviates from a specific clause contained herein.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE USING THE APP AND/OR THE SERVICES (AS DEFINED BELOW). IF YOU DO NOT AGREE, PLEASE CEASE ANY USE OF THE APP AND/OR THE SERVICES (AS DEFINED BELOW) IMMEDIATELY.

BY USING THE APP AND/OR THE SERVICES (AS DEFINED BELOW) YOU CONFIRM THAT YOU ARE AGED 18 OR ABOVE AND THEREFORE CAN CREATE BINDING LEGAL OBLIGATIONS FOR ANY LIABILITY YOU MAY INCUR AS A RESULT OF THE USE OF THE APP AND/OR THE SERVICES (AS DEFINED BELOW).

2 - DEFINITIONS

The terms listed below shall when used in this Agreement shall be defined as follows:

“Agreement” means this End User License Agreement.

“App” means the software for a Device developed and/or provided by us, which you install on your Device. The App may serve as your tool to activate and/or use the Services, or be used to in and of itself enable the opening of certain doors and locks or update physical keys and manage or trace accesses. The exact functionality of the App depends on which CLIQ system your organisation, employer or contractor has selected and purchased from us or another company in our group of companies.

“Cloud” means a data storage and/or data processing facility accessible online used for remote provision of computer programs or services.

“Device” means a device (mobile device or computer) with network communication capabilities, to which the App is downloaded and/or through which you access and use the Services.

“Economic Sanctions and Export Control Laws” means all economic sanctions and export control laws, regulations, rules or restrictive measures, including but not limited to import and export restrictions on materials and items, adopted and enforced by governmental authorities of the EU, UK, UN or US or any other relevant governmental or regulatory authority, applicable to ASSA ABLOY or you.

“License and Right to use” means the license and right to use the App and the Services (regardless of on-premises installation or Cloud use of the Services) by you or the organisation you represent as further set out in Section 3.

“Listed Person” means individuals and entities listed, or parties that are owned or controlled by one or more individuals or entities listed, in Economic Sanctions and Export Control Laws.

“Password” or “PIN” means the password or PIN code that you shall use to protect access to the Services and/or the App on your Device.

“Privacy Policy” means the privacy policy for the App, which, if you have downloaded and are using the App, forms an integral part of this Agreement and describes the information we collect about you in relation to your use of the System via the App and the App and describes how such information is treated and for what purposes we may share such data and how you can contact us about your data in relation to the App.

“Services” means your license and right to access and use of ASSA ABLOY’s access control system marketed under our trademark CLIQ which you can access directly via your Device’s web browser or indirectly via the App. The Services enable the opening of certain doors and locks or updating of physical keys and the managing and tracing of accesses. The exact functionality of the Services depends on which CLIQ system your organisation, employer or contractor has selected and purchased from us or another company in our group of companies.

“User Name” means the name of your user account for the Services and/or the App.

“we”, “us”, “our” or ASSA ABLOY” means ASSA ABLOY AB (publ) corporate registration number 556059-3575, P.O. Box 70340, SE-107 23 Stockholm, Sweden.

“you” means you, the customer or individual, who enters into this Agreement with us upon accepting these terms and conditions by clicking “Accept” when prompted to and by accessing and using the App and the Services that we provide under this Agreement.

3 - GRANT OF LICENSE AND RIGHT TO USE

3.1. Scope

License and Right to use

The App and the Services, are licensed, not sold or transferred, to you for use only under the terms set out in this Agreement (the “License and Right to use”). We reserve all rights not expressly granted to you under this Agreement and this License and Right to use. This License and Right to use is granted by us to you for the App and/or the Services and is limited to a personal, non-exclusive, non-transferable, fully revocable license to use the App on a Device while it is in your possession and under your control, and the Services for use via the App or via a Device’s web browser while it is in your possession and under your control, only as permitted by this Agreement. This License and Right to use is not sub-licensable.

3.2. Updates

The App and/or the Services may periodically be updated in our sole and exclusive discretion. The terms of this Agreement will govern any updates and/or upgrades provided by us that replace and/or supplement the original App or the Services (and such updates and/or upgrades will consequently be part of the App and/or the Services), unless such update and/or upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern. The first time you access the App and/or the Services after such update and/or upgrade you will be asked to consent to the update and/or upgrade. By not giving your consent to the update and/or the upgrade this Agreement will immediately terminate automatically.

4 - YOUR OBLIGATION TO MANAGE PASSWORD/PIN

4.1. Security and Use

You are responsible for managing your User Name, including selecting a secure Password/PIN and taking all necessary precautions to keep the User Name and Password/PIN secret and secure. You will not do anything of the following (i) register false or inaccurate information in applying for or amending your access to the App and/or the Services; (ii) use information of a third party without proper authorization to do so; or (iii) allow a third party to access or use the App and/or the Services with your account.

4.2. Reporting Unauthorized Access

If you find that your Password/PIN is compromised or is used by a third party, you shall immediately contact the person or entity from whom you or your employer/contractor/ other organisation that you represent purchased the License and Right to use and follow given instructions to address the unauthorized access. We shall not be liable for any problems or claims that may be the result of your failure to notify us of such a fact, or to follow given instructions.

5 - YOUR UNDERTAKINGS

5.1. Lawful Use

You agree to use the App and/or the Services only in accordance with applicable law. You agree to use the App and/or the Services only in order to gain access to locks and doors or update physical keys which you are lawfully permitted to. You agree only to trace accesses and manage accesses which you are lawfully permitted to trace and/or manage. You shall not use the App or the Services for any unlawful, illegal or improper purposes or in order to obtain unauthorized access of any kind. You shall not let any other person use your Device, the App or the Services for unlawful, commercial, illegal or improper purposes. Such unlawful, illegal, commercial or improper use or access is a material breach of this Agreement and may be subject to criminal prosecution and/or damages.

5.2. Use Limitations

The License and Right to use provided in this Agreement is limited to what is expressly set out herein and explicitly restricts certain actions. You agree not to:

- i. use the App or the Services on any Device that you do not own or control, and you may not distribute any part of the App or the Services in any medium or make the App or the Services available over a network where they could be used by multiple Devices at the same time;
- ii. to solicit personally identifiable information for commercial or unlawful purposes;
- iii. rent, lease, lend, sell, redistribute or sublicense the App or the Services or a Device on which the App or the Services are installed or accessible;

- iv. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App or the Services, any updates, or any part thereof;
- v. delete, change or modify in any way any copyright or patent notices or trademarks contained in the App or the Services;
- vi. download any software to the Device or the server where you or the organisation you represent have installed the Services which may impact the functionality or security of such Device, the App or the Services (including “rooting” or “jailbreaking” the Device);
- vii. use or launch any automated system, including without limitation, robots, spiders or other automatic device or manual process to monitor or copy the App or the Services;
- viii. provide to the App or the Services any viruses, worms, time bombs, and/or other computer programming routines that are intended damage, detrimentally interfere with, intercept or expropriate any system, data or information or any content that may create liability for us or cause us to lose (in whole or in part) the services of our suppliers;
- ix. let anyone tamper with your Device in a way that may impact the functionality and security of such Device; or
- x. engage in any act that interferes with our business or violates the License and Right to use, or infringes our or any third party’s intellectual property rights.

Any attempt to do any of the above by you or someone to whom you have given access to your Device, is a violation by you of our rights, and, if relevant, our licensors or distributors, and is a material breach of this Agreement.

5.3. Your Undertakings

- i. provide current, complete and accurate information to create your account, and update your account information as necessary to keep it current, complete and accurate;
- ii. protect your Device against unauthorized access;
- iii. download updates and/or upgrades of the App to your Device and of the Services to your server where the Services may be installed; and
- iv. make sure that all settings, required network communication, entries, and changes necessary to operate the App or the Services on your Device are enabled and correct.

5.4. Compliance with laws and this Agreement

You shall comply with all applicable laws and the terms and conditions of this Agreement.

5.5. Third Party Software, Services and User Terms

The App and/or the Services may require access to third party services such as internet connections, network connections, roaming, operating systems etc. We are not liable for any additional terms and costs of service that may apply with respect thereto and we are not responsible for the proper functionality of any such third party services, products or software. For information on the App’s and Services’ compatibility with third party software or services, please contact the entity from which you or your employer, contractor or the organisation you represent purchased the CLIQ system, which included the App and/or the Services.

The App and/or the Services may include a link to or be bundled with other software programs licensed under different terms, including open source software. We are not responsible for any third party software and shall have no liability for your use of such third party software. Any third party or open source software used in the App and/or the Services is subject to the specific terms of such software, which terms will be provided with the App and/or the Services.

Notwithstanding anything to the contrary herein or in any other contract or agreement between us (or any of our affiliate companies) and you, you are prohibited from integrating or using the App and the Services with any open source software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the App and/or the Services in source code form, for the purpose of making derivative works, or at no charge. Any violation of the foregoing provision shall immediately terminate all licenses and other rights to the App and the Services granted under this Agreement. You are liable towards us for any damage, loss, including loss of profit, cost or expense due to your breach of this Section.

6 - PROVISION OF SERVICES AND APP

6.1. Offering

We aim to provide the App and/or the Services continuously and without interruption. If necessary for the provision, we may conduct maintenance affecting the Services and/or the App.

6.2. Suspension or change

We may change the Services and/or the App that we provide or suspend or cease provision of the Services and/or the App, in whole or in part: (i) for maintenance, check-up or replacement of information and telecommunication facilities, problems or disruption of communications, or other substantial reasons of operation, (ii) for its operational or technical needs, such as compromised security, difficulty in the uninterrupted provision of Services and/or the App or decrease in the use of the Services or the App, (iii) in order to transition the Services and/or the App or incorporate new technologies, (iv) to avoid infringement on third party intellectual property rights, (v) if you violate any of your obligations or undertakings under this Agreement or interrupt the normal operation of the Services and/or the App, (vi) if suppliers or partners that we use for the provision of the App or the Services no longer provide necessary services to us or (v) for any other reasons determined to be substantial by us in our sole discretion to be good cause for such change, suspension or cessation. You agree that we shall not be liable to you or any third party for any change, suspension or cessation of the Services and/or the App and shall not be responsible for compensating you or any third party except to the extent required by applicable law.

6.3 Notification of Changes

If there is any material change in the content, method of use, or hours of use, of the Services and/or the App, or if the Services or the App are suspended or ceased, we will use reasonable efforts to notify you of such change, suspension or cessation.

7 - MALFUNCTIONS ETC.

While we maintain a high level of security and protection against unauthorized access to the App and the Services and the information therein, we and any other provider of products or services related to the Services or the App are, to the fullest extent permissible by law, not responsible for malfunctions, failures, or difficulties with the Services or the App, including, without limitation, any communications related thereto, or lost, stolen, or misdirected messages or entries, or the security of any such communications. Further, we and any other

providers of products or services related to the App or the Services are not responsible for incorrect or inaccurate entry information, whether caused by you, users of your account by any of the equipment or programming associated with the Services and/or the App, or by any technical or human error that may occur in the processing of any information related to the Services and/or the App. We and any other providers of products or services related to the Services or the App may prohibit use of the Services or the App where it appears that you have engaged in fraudulent or inappropriate activity or under other circumstances where it appears that a reservation contains or resulted from a mistake or error.

You agree that we and any other providers of products or services related to the Services or the App are not responsible for any damages or losses, to the fullest extent permissible by law, which may arise as a result of your use of or inability to use the Services or the App for any reason.

8 - TERMINATION OF AGREEMENT

8.1. This Agreement is effective until terminated by either you or us. You may terminate this Agreement at any time by deleting the App from all your Devices, deleting your account and, in case of on premise installation of the Services, deleting the on premise installation of the Services. We may terminate this Agreement at any time, for the reasons set out in Section 5 above, including if you fail to comply with any term(s) of this Agreement.

8.2. Upon termination of this Agreement:

- i. We may delete, directly or indirectly via a third party, the App, the Services and any applications that are provided for the Services and stored on your Device. You hereby consent to such deletion; and
- ii. You shall immediately cease all use of the App and the Services, and delete all copies, full or partial, of the App or the Services provided to or done by you. Your rights under the License and Right to use will terminate automatically and you acknowledge and agree that you will no longer be able to control access to locks, doors, equipment and other items, manage accesses or trace accesses as the case may be.

9 - INTELLECTUAL PROPERTY RIGHTS

9.1. The copyright, trademarks and any other intellectual property rights to the System and the App shall belong to us. Title to and ownership of the Software, System, App and Documentation and all applicable proprietary rights, including but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, graphic design and design elements, order of operations, algorithms, data structure, organizational features, know-how and identified trade secrets if any, shall belong to and remain at all times with ASSA ABLOY. Except as set forth herein, as permitted by applicable copyright law, you shall not reverse engineer, decompile or disassemble the Software, System, App or any portion thereof, nor otherwise attempt to create or derive the source code (or the underlying ideas, algorithms, graphic designs, order of operations, or any other structures or organization) of the Software. No other right or license with respect to any proprietary rights is granted under this Agreement.

9.2. This Agreement does not transfer any ownership of the App or the Services or copyright or intellectual property rights therein to you. We only allow you to use the App and/or the Services in accordance with this Agreement.

9.3. You hereby grant us an unlimited, non-exclusive, royalty-free, fully paid-up, worldwide right and license to download, use, reproduce, copy, sublicense (through multiple tiers of licensees), analyse and in any way

exploit any and all content, texts, data and any components therefrom that you or your affiliates, agents, employees or representatives introduce, upload, state or write in your account or direct or indirect to us including but not limited to all copyrights and neighbouring rights, trade secrets, proprietary rights, patents, titles, computer codes, audio-visual effects, videos, images, themes, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof, inputted or otherwise delivered, directly or indirectly, to us by you or your Affiliates. You warrant and represent that you have all the rights, authorizations or otherwise hold sufficient title for all content submitted to us.

10 - NO WARRANTY/AS-IS

THE APP AND/OR THE SERVICES ARE PROVIDED TO YOU 'AS IS'. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, DISTRIBUTORS AND THIRD PARTY LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, FREEDOM FROM MALICIOUS CODE, OF ACCURACY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH REGARD TO THE APP AND THE SERVICES. WE DO NOT WARRANT THAT THE APP OR THE SERVICES WILL MEET YOUR REQUIREMENTS, THE APP OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, SECURE OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS OR THE LIKE, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE APP WILL BE ACCURATE OR RELIABLE. WE WILL NOT BE LIABLE FOR LOSS OF YOUR PERSONAL DATA. YOU ARE RESPONSIBLE FOR BACKING UP YOUR PERSONAL DATA THAT YOU PROVIDE. YOU AGREE TO ASSUME ALL RISK OF ANY AND ALL DAMAGES AND LOSSES FROM USE OF, OR INABILITY TO USE, THE APP OR THE SERVICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR DISTRIBUTORS OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE, BE INTERPRETED AS, BE CONSTRUED AS OR BE DEEMED TO BE, EXPLICITLY OR IMPLICITLY, A WARRANTY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGES.

Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.

We have no obligation to provide any updates or upgrades to the App or the Services or to fix any defect, error or bug in the App or the Services.

11 - LIMITATION OF LIABILITY

To the full extent permitted by applicable law we shall in no event be liable for damages, losses, liabilities or claims, unless provided for by mandatory laws. We shall never be liable for any damages, losses, liabilities or claims, wholly or partly, due to, including but not limited to:

- i. false or inaccurate information provided by you;
- ii. a reason attributable to you or your failure to perform your obligations under this Agreement;
- iii. a third party's illegal or unauthorized access to or use of your Device, the App or the Services; and

- iv. a third party's illegal interruption or suspension of transmission to or from a server or illegal or unauthorized access to or use of a server despite our due diligence measures to prevent such access.

11.1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, DISTRIBUTORS, AND THIRD PARTY LICENSORS OR SUPPLIERS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR UNAUTHORIZED ACCESS TO YOUR PROPERTY, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR SAVINGS (INCLUDING LOSS OF CONTRACT), LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR ANY OTHER PECUNARY OR COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APP OR THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. TO THE EXTENT NOT PROHIBITED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY UNINTENDED OR IMPROPER USE OF THE APP OR THE SERVICES AND SHALL NOT BE LIABLE FOR ANY FAILURE BY THE APP OR THE SERVICES TO PERFORM AS INTENDED, IF SUCH FAILURE IS DUE TO YOUR DEVICE, ITS INCOMPATIBILITY WITH THE APP OR THE SERVICES, ITS FAILURE TO FUNCTION CORRECTLY OR ANY OTHER REASON BEYOND OUR REASONABLE CONTROL.

11.3. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST US, OUR AGENTS, DISTRIBUTORS, REPRESENTATIVES AND LICENSORS ARISING OUT OF, OR IN ANY WAY CONNECTED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, THE APP AND/OR ANY THERETO RELATED PRODUCTS OR SERVICES.

11.4. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF TEN EURO (€ 10.00).

11.5. YOUR LEGAL RIGHTS WITH RESPECT TO THESE DISCLAIMERS AND WAIVERS MAY VARY FROM JURISDICTION TO JURISDICTION. WITHOUT INTENDING TO LIMIT THE FOREGOING, YOU MUST BRING ANY CLAIMS YOU MAY HAVE AGAINST US WITHIN SIX (6) MONTHS OR BE FOREVER BARRED. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.6. Any failure by us to enforce this Agreement or any part hereof shall not mean a waiver of our right to do so.

12 – INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD US AND OUR AFFILIATES AND THEIRS AND OUR OFFICERS, DIRECTORS, SUPPLIERS, SERVICE PROVIDERS, CO-BRANDERS, DISTRIBUTORS OR OTHER PARTNERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONAL ADVISORS OR OTHER PROFESSIONALS, RELATED TO OR RESULTING FROM YOUR BREACH OF THIS AGREEMENT OR YOUR ACTS OR FAILURE TO ACT IN ACCORDANCE WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT THAT SUCH LIABILITIES ARISE FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT YOU PROVIDE REGISTRATION OR OTHER INFORMATION THAT

IS UNTRUE, INACCURATE, FRAUDULENT OR OUT OF DATE, YOU AGREE TO INDEMNIFY US FOR AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSS OR EXPENSES IT MAY INCUR, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, TAXES, PENALTIES OR SANCTIONS, INTEREST, FEES, COSTS AND EXPENSES OF ANY NATURE ARISING FROM OR RELATED TO ANY CLAIM, DEMAND, ACTION OR PROCEEDING ALLEGED OR INITIATED AGAINST US BY ANY THIRD PARTY BASED UPON SUCH INFORMATION. THESE DEFENSE AND INDEMNIFICATION OBLIGATIONS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR USE OF THE APP AND/OR THE SERVICES.

13 – EXPORT CONTROL AND SANCTIONS

13.1 You represent and warrant to ASSA ABLOY that you will always act in compliance with Economic Sanctions and Export Control Laws, and that:

- i) you are not, or have not been, a Listed Person;
- ii) you have not engaged in any business dealings or activities that would reasonably be expected to result in you becoming a Listed Person.
- iii) you have not engaged or are not engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or
- iv) you are not, or have not been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.

13.2 You covenant, agree and undertake that:

- a) you shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the App or the Service without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;
- b) you shall not sell, export or re-export, the App or the Services, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under Economic Sanctions and Export Control Laws applicable to you);
- c) you shall undertake the best efforts to ensure that the purpose of this Section 13.2 is not frustrated by any third parties;
- d) the representations and warranties set forth in Section 13.10 above shall always remain true and correct;
- e) you will not use the App or the Services, in their entirety or in part, for any military end-use, including for any purpose in connection with chemical, biological or nuclear weapons or military items, or provide them to any military end user, such as national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organisations unless explicitly approved by ASSA ABLOY.

14 - NOTICES AND AMENDMENT OF TERMS AND CONDITIONS

14.1. We may amend this Agreement at our discretion. If we consider the changes to be material, you will be notified of such changes through the Services or via the App or via other means in our discretion. By continuing to use the App or the Services after such notification, you expressly acknowledge and accept the changes.

14.2. You must agree to the changes in the Agreement if you are to continue to use the Services and/or the App. If you do not agree to the changes in the Agreement and such non-agreement affects our possibility to provide the App or the Services, we may terminate the Agreement including your rights under Section 3 above to use the Services and/or the App.

15 - ASSIGNMENT

We may assign all or part of our rights and obligations under this Agreement to any company or companies' part of the ASSA ABLOY group. You may not assign this Agreement without our prior written approval.

16 - GOVERNING LAW

This Agreement is governed by the laws of Sweden, without regard to choice or conflict of law principles.

17 - CONTACT DETAILS

If you have questions regarding the App or the Services or this Agreement, or wish to report an error in the App or the Services, you should contact the person or entity from whom you or your employer/contractor/other organisation that you represent purchased the CLIQ system and the License and Right to use the App and/or the Services.

18 – TERMINATION

- 1) This Agreement may be terminated immediately by ASSA ABLOY by written notice to you if:
 - (a) any representation or warranty set forth in Section 13.1 above should cease to be true at any time;
 - (b) you act in breach of the covenants, agreements and undertakings set forth in Section 13.2 above, which shall in each case be deemed a material breach of an essential element of this Agreement;
 - (c) you have misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by ASSA ABLOY;
 - (d) you become a Listed Person; or
 - (e) either party's ability to fulfil an obligation under this Agreement is otherwise materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.

Upon any such termination, this Agreement and all rights and obligations hereunder shall immediately terminate, provided that you shall remain liable to ASSA ABLOY for any breach of your obligations hereunder.

ASSA ABLOY shall not be liable to you for any claims, losses or damages arising from ASSA ABLOY exercising its rights under (a)(e) above.