

## ELEMENTS END USER LICENSE AGREEMENT

(As of April 16, 2025)

**IMPORTANT NOTICE, PLEASE READ CAREFULLY.** This End User License Agreement ("EULA" or "Agreement") is a legal agreement between the business entity using the SaaS ("User") and Honeywell Security Americas LLC ("LenelS2"), a subsidiary of Honeywell International Inc. ("Honeywell") (collectively, the "Parties" and each a "Party"), which sets forth the rights and obligations governing use of this software-as-a-service, any related mobile application ("Mobile App"), or hosted platform, including any updates thereto (collectively, the "SaaS") and related documentation ("Documentation"). This EULA takes precedence over any other terms and conditions, documents or agreements between the Parties solely in relation to the SaaS.

**BY CLICKING "ACCEPT" AND/OR USING THE SAAS AND DOCUMENTATION, YOU, AS THE PERSON ACCESSING THIS SAAS ON BEHALF OF THE USER, REPRESENT: (1) THAT YOU HAVE READ THIS EULA AND (2) YOU HAVE THE AUTHORITY TO AGREE TO THE TERMS OF THIS EULA ON BEHALF OF THE USER. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF USER OR DO NOT AGREE TO ITS TERMS, DO NOT CLICK "ACCEPT" OR USE THE SAAS OR DOCUMENTATION.**

- 1. License Rights.** Subject to User's compliance with the terms and conditions of this EULA and payment of applicable fees, LenelS2: (a) will provide User access to the SaaS via means authorized and provided by LenelS2 (which may include a Mobile App, online portal, or interface such as https, VPN or API); and (b) hereby grants to User a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to (i) access and use the SaaS through such means; (ii) download, install, update and allow LenelS2 to update (when applicable), and use any software LenelS2 provides solely in support of User's usage of the SaaS; (iii) use Documentation for the SaaS as reasonably required in connection with the SaaS; and (iv) use any output of the SaaS, in each case solely for User's internal business purposes including, for example, use by User's authorized employees, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA ("Authorized End Users"); (collectively, "SaaS Use Rights"). SaaS Use Rights continue for the period stated in the applicable Proposal, or if no duration is stated, for 12 months from the Effective Date. An order may list metrics, including user number, data volume, sensors or other means to measure usage or fees ("SaaS Usage Metrics"). SaaS Use Rights are subject to SaaS Usage Metrics and any other restrictions in this EULA. If User exceeds usage metrics, LenelS2 may suspend User's access until User pays all required fees to LenelS2 directly or through a Provider (as defined in Section 3 below), as applicable. User or Authorized End Users may exercise SaaS Use Rights if User binds them to the terms of this EULA. User is responsible, and LenelS2 has no liability, for Authorized End Users' compliance with this EULA and for any breach, act or omission by them. User may not resell SaaS Use Rights and may not make copies of the SaaS, in each case except as agreed by LenelS2 in writing.
- 2. Acceptable Use.** User will not, (and will not authorize, encourage or cooperate with any third party to): (a) reverse engineer, modify, adapt, make machine code human readable or creating derivative works or improvements of the SaaS; (b) circumvent or interfere with the technical protections, security or operation (including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources) of the SaaS or LenelS2 AI (as defined below); (c) perform competitive analysis (including benchmark testing) or create, train or improve a substantially similar product or service to the SaaS; (d) access or use the SaaS or LenelS2 AI in a manner that infringes another's intellectual property rights; (e) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death, personal injury, requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employ the SaaS as (or as a substitute for) a third-party monitored emergency notification system; (g) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to LenelS2 or LenelS2's customers or breach this Agreement; (h) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use the SaaS to store or transmit infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children or that violates third-party rights, or use the SaaS for or in connection with any unlawful, harmful or fraudulent use or activities; (j) upload to or use with the SaaS any technical data or software controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; (k) train any machine learning or artificial intelligence algorithm, software or system using the SaaS; (l) sublicense, distribute or otherwise make available any portion of the SaaS or LenelS2 AI (including any functionality of the SaaS or LenelS2 AI to a third party); (m) use any LenelS2 AI or any data, text, content, sound, videos, software code, image, material, information, communication, and other outcome, action or result generated from use of the LenelS2 AI ("Outputs") for any uses of LenelS2 AI that could or does: (i) significantly and negatively impact LenelS2's operations or reputation; (ii) significantly and negatively impact intellectual property protections or data security or privacy; (iii) impact the work and lives of User's employees, users, partners, clients, and members of the public; or (iv) present novel or significant legal, compliance, or enterprise risks. This would include high risk AI Systems, which pose significant risk of harm to people's health, safety, or fundamental rights as defined under the EU AI Act (as defined in Section 10 below) ("High Risk Use") or means any use of LenelS2 AI that: (i) could have or actually has an effect on the access of an individual to employment or in a manner that could affect an individual's rights under Applicable AI Laws (as defined in Section 10 below); (ii) could lead or cause bias or discrimination; or (iii) lead to errors, omissions or other risks that have the potential to impact safety, fundamental rights of natural persons or affect the safety of tangible or physical property including prohibited uses as defined under the EU AI Act ("Unacceptable Risk Use"); (n) use LenelS2 AI to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision; (o) distribute

or use the LenelS2 AI in any manner except as provided under this EULA; (p) make modifications to or otherwise create derivative works of or improvements to the LenelS2 AI; notwithstanding the foregoing, any such unauthorized works and any intellectual property rights therein, will be deemed to be the sole and exclusive property of LenelS2; (q) assert, or authorize, assist, or encourage any third party to assert, against LenelS2 or any LenelS2 affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the LenelS2 AI; (r) copy, create, offer, train, or sell any competing AI System, product, service or offering with the same or similar functionality during the term of this EULA; (s) engage in any conduct that may be detrimental to the LenelS2 AI or marketability thereof; (t) use LenelS2 AI or Outputs to generate content that violates or promotes violence, hate speech, or harassment; or insults or demeans a person; generates sexually explicit content or contravenes any regulatory safety policies; (u) mislead any person that LenelS2 AI or Outputs are solely human-generated; (v) enter into any agreement which requires User to take any actions that are in conflict with this EULA; or (w) use or make any Output available to third parties without disclosing that the Output was generated using AI System. Any violation of the restrictions in this Section will constitute a material breach of this EULA. As used herein, “**LenelS2 AI**” means a machine-based system designed to operate with varying levels of autonomy (including solving problems and performing tasks), that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from any query, prompt, request or other information, content or material submitted to such system for the purpose of generating an Output (“**AI Input Data**”) it receives, how to generate Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes features which incorporate artificial intelligence models or tools made available by LenelS2 to User. Further, User may not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing any Mobile App on an Apple product, or (b) Google Play Terms of Service for Android users accessing any Mobile App on an Android product or other applicable app stores. Any violation of the restrictions in this Section will constitute a material breach of this EULA.

3. **Account Access; Subscription License.** User acknowledges that the SaaS Use Rights are being licensed on a recurring subscription basis, subject to this EULA, and any additional terms and conditions that may be agreed upon in a signed contract between User and LenelS2 or separate contract with an authorized third-party provider (a “**Provider Contract**”). LenelS2 is not a party to any such Provider Contract and shall not be liable for any damages whatsoever in relation to any dispute related to any such Provider Contract, including, but not limited to, payment obligations, the automatic renewal of the relevant subscription term, or termination of User’s subscription. User further acknowledges and agrees that (i) SaaS Use Rights are subject to payment of the relevant fees to LenelS2 or its third-party provider (“**Provider**”), and (ii) LenelS2 will have no liability whatsoever to User to the extent LenelS2 restricts access to the SaaS due to User’s failure to pay or a failure to pay by User’s Provider.
4. **Account.** User may be required to download an app, or visit a website, through which User accesses the SaaS and sets up accounts including issuance or authentication credentials. In operating User’s account, User and Authorized End User must: (i) maintain strict confidentiality over all names, passwords, or other credentials; (ii) assign accounts to unique individuals and not allow others to use User’s credentials or access User’s account, including sharing among multiple Authorized End Users; (iii) immediately notify LenelS2 of any unauthorized use or breach of security or security incident related to User’s account; (iv) submit only complete and accurate information; (v) maintain and promptly update information if it changes; and (vi) manage Authorized User’s access. LenelS2 may use rights management features (to prevent unauthorized use).
5. **Evaluation Licenses.** Access to the SaaS may be provided to User for beta, demonstration, test, or evaluation purposes, (collectively, “**Evaluation Licenses**”). For any Evaluation Licenses, the term shall be limited to ninety (90) days (the “**Evaluation Period**”), unless otherwise agreed to by LenelS2 in writing. Evaluation Licenses are limited specifically to use for evaluation or demonstration purposes only, and User agrees not to use such SaaS in a production or non-test environment. User’s use of the SaaS under an Evaluation License is provided as-is, without any representations or warranties of any kind, and is at User’s sole risk. LenelS2 has no obligation to support, maintain or provide any assistance regarding any Evaluation Licenses. IN NO EVENT WILL LENELS2 BE LIABLE FOR ANY DAMAGES OF ANY KIND IN RELATION TO ANY EVALUATION LICENSE OR EVALUATION OF THE SAAS BY USER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, OR BUSINESS INTERRUPTION). NEITHER USER NOR ANY PROVIDER IS ENTITLED TO ANY DEFENSE OR INDEMNIFICATION FOR EVALUATION LICENSES GRANTED PURSUANT TO THIS SECTION.
6. **Audit.** User will maintain complete, current and accurate records documenting the location, access and use of the SaaS or other offerings. During the term of this EULA and for 1 year thereafter (the “**Audit Period**”), LenelS2 may: (a) require User to send written certification of compliance with the terms and conditions of this EULA within thirty (30) days; and (b) upon reasonable notice, initiate an audit of the User’s records and electronic logs to verify User’s access to and use of any SaaS or other offerings and User’s compliance with the terms and conditions of this EULA, it being understood that any failure to deliver a certificate of compliance on a timely basis will extend the audit period and that any audit initiated within the audit period may permissibly be completed after the end of the Audit Period. User may not take any steps to avoid or defeat the purpose of any such verification measures and will cooperate with LenelS2 to facilitate LenelS2’s audit. If any audit reveals any underpayment, if User is purchasing the SaaS or other offerings directly from LenelS2, (i) User will promptly pay LenelS2 the underpaid fees and related maintenance and support fees and (ii) If the underpayment is five percent (5%) or more of the fees paid for the SaaS or other offering in any three (3) month period, User will reimburse LenelS2 for its audit costs and audit-related expenses. If User is purchasing the SaaS through a Provider, User will promptly pay the Provider the underpaid fees and related maintenance and support fees for the benefit of LenelS2.

7. **Updates & Support.** Initial set up and configuration are only provided if stated in User's purchase order with LenelS2. LenelS2 will manage, maintain and support the SaaS ("SaaS Support") in accordance with the policies specified in the applicable purchase order, or if none specified, LenelS2 will use commercially reasonable efforts to maintain the SaaS and repair reproducible defects and make the SaaS available subject to scheduled downtime and routine and emergency maintenance. If User is purchasing the SaaS through a Provider, User understands and agrees to contact Provider for all SaaS Support. Except otherwise agreed in writing, User is responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or third-party app set up unless stated in the order. LenelS2 reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. LenelS2 may monitor User's usage of the SaaS. LenelS2 may make available to User updates or upgrades to the SaaS in its sole discretion but has no obligation under this Agreement to do so and reserves the right to charge additional fees for new or improved features or functionality or discontinue any SaaS. LenelS2 reserves the right to make changes in the SaaS design without obligation to make equivalent changes to any SaaS previously supplied to User.
8. **Security.** Security is governed by policies in the order or if none are specified LenelS2 will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data and Input Data (including AI Input Data) and follow industry-standard security practices, as set out in the Security Practices at <https://hwll.co/securitypractices>. User is solely responsible for costs or liability incurred due to unauthorized use or access through User's or Authorized End User's account credentials or systems and for security of on-premises software and hardware.
9. **Data Rights.** User retains all ownership and other rights to data and other information that User or persons acting on User's behalf make available in relation to, or which is collected from User's systems, devices or equipment by, the SaaS ("Input Data"). User grants to LenelS2 and its affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support LenelS2's products, services or offerings. LenelS2 may use Input Data for any other purpose provided it is in an anonymized form that does not identify User or any data subjects. User has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit LenelS2's use of Input Data. Unless agreed in writing, LenelS2 does not archive Input Data for User's future use. User consents to any transfer of User's Input Data outside of its country of origin, except that Personal Data is subject to the DPA (as defined in Section 12 below). Input Data is User's Confidential Information. All know-how and information developed by LenelS2 and/or its affiliates by analyzing Input Data (but excluding Input Data itself) as well as all results of the LenelS2 AI, including software, models, designs, drawings, documents, inventions, and know-how, conceived or developed in connection with the Agreement and any intellectual property rights related thereto, are owned exclusively and solely by LenelS2 and are LenelS2's Confidential Information. User has no right or license to intellectual property or inventions provided by LenelS2, except as granted in this EULA.
10. **AI Input Data and Outputs.** LenelS2 and its affiliates and licensors own and retain all right, title and interest, including all intellectual property rights, in and to: (i) the SaaS, the LenelS2 AI and all derivative works, modifications and improvements of the SaaS and LenelS2 AI; and (ii) know-how and information (excluding AI Input Data and Input Data) and that is developed by LenelS2 or its affiliates by analyzing Input Data (including AI Input Data) or generated via, or derived from, providing or supporting the SaaS whether (a) developed by LenelS2 or its affiliates by processing or analyzing User's and Users' use of the LenelS2 AI and/or Input Data (including AI Input Data) or (b) generated via or derived from providing or supporting the LenelS2 AI ("Know-how"). The operation and performance of the LenelS2 AI is LenelS2's Confidential Information. Subject to User's compliance with the terms and conditions of this Agreement (including acceptable use), LenelS2 hereby grants to User a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights. User and Authorized End Users will not remove, modify or obscure any intellectual-property-right notices on the SaaS. To the extent required by any applicable laws or regulations regarding the use of AI Systems, including but not limited to the European Union Artificial Intelligence Regulation ("EU AI Act") ("Applicable AI Laws"), and upon User's reasonable request, LenelS2 will provide summaries of the data used to train the LenelS2 AI.  
  
User retains all rights to AI Input Data and though User has a right to use Outputs generated by the LenelS2 AI, the Outputs are owned by LenelS2. User is solely responsible to ensure that all Outputs are checked and validated, that they are fit for User's purpose and that they are in compliance with Applicable Laws prior to their use. To the extent any Applicable AI Laws require certain disclaimers or disclosures, User agrees to comply with any such requirement in accordance with User's use of LenelS2 AI. Further, due to the nature of an AI System, the Output may not be unique across users and the LenelS2 AI may generate or return the same or similar Output to other customers, LenelS2 or a third party. If User provides LenelS2 with written notice or otherwise decides that User no longer desires to use LenelS2 AI, LenelS2 is not required to retain the AI Input Data or Outputs used or otherwise processed in connection with the LenelS2 AI.
11. **User Feedback.** User may voluntarily provide comments, suggestions, enhancement or modification requests, recommendations, proposals, ideas, and other feedback relating to the LenelS2 AI or otherwise (collectively, "Feedback"). User hereby assigns to LenelS2 (and shall cause its employees, contractors, and agents to assign to LenelS2) all right, title, and interest in, and LenelS2 is free to use, without any attribution or compensation to any party, any Feedback and intellectual property rights contained in the Feedback, for any purpose whatsoever, whether or not the Feedback was provided at LenelS2's request. LenelS2 is not required to hold any Feedback in confidence, pay compensation for any Feedback, implement or use any Feedback, or respond to any Feedback.

## **12. Data Privacy.**

- a. **“Applicable Data Privacy Laws”** means applicable data protection, privacy, breach notification, or data security laws or regulations. **“Data Controller”** means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). **“Personal Data”** means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the User to LenelS2 in relation to the use of the SaaS for the purposes of providing, improving, or developing LenelS2 products and services.
- b. Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer the Personal Data to the other Party (including providing notice).
- c. To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK’s Data Protection Act 2018 (“Controller SCCs”) in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.
- d. If LenelS2 processes Personal Data on Company’s behalf, Honeywell’s Data Processing Agreement (“DPA”) at <https://www.honeywell.com/us/en/company/data-privacy> apply.

## **13. Disaster Recovery, Back up.** LenelS2 maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used to provide the SaaS (“**Disaster Failure**”). Unless agreed otherwise in writing, LenelS2 does not offer account recovery of data separately from that of any other customer and LenelS2 is not responsible if backups fail, are incomplete, or could not be performed or Input Data (including AI Input Data) is lost or damaged. In the event of Disaster Failure LenelS2 will use commercially reasonable efforts to restore to the most recently available backup. LenelS2’s obligations set out in this section are LenelS2’s sole obligations, and User’s sole and exclusive remedy, for Disaster Failure.

## **14. Indemnification.** User will, at User’s expense and at LenelS2’s option, defend and indemnify LenelS2 and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by LenelS2, arising out of any claim brought against LenelS2 by a third party: (a) alleging that User, its affiliates, or any of its or their employees, agents or subcontractors, infringes such third party’s copyright, patent, trademark or trade secret rights including in providing any Input Data (including AI Input Data); (b) arising out of or relating to access or use of, or inability to access or use, the SaaS or LenelS2 AI by User or its affiliates or any of its or their respective employees, agents and subcontractors; (c) User’s use of the LenelS2 AI for any High Risk Use or Unacceptable Risk Use; (d) User’s failure to comply with these this Agreement, or (e) arising out of third-party claims related to LenelS2’s possession, processing or use of Input Data in accordance with this Agreement.

## **15. Cybersecurity.** User represents and warrants that User will (i) use commercially reasonable administrative, physical and technical safeguards to protect User’s systems, facilities, operations or data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current Documentation for the same; (iii) make no modifications or alterations to any cybersecurity-related services, software, SaaS or related hardware LenelS2 may provide without LenelS2’s express written permission; (iv) designate 2 or more employees, executives, or agents (the “**Contact Person(s)**”) who will respond to any events and take recommended actions to mitigate harm to User’s network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or User’s board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth User’s policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (the “**Cybersecurity Policy**”); (vi) develop and adopt a written incident response plan (“**IRP**”) that is exercised and/or practiced with key scenario driven evaluations on at least an annual basis; and (vii) provide LenelS2 with copies of User’s Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon LenelS2’s request.

## **16. Third-Party Materials & Open Source.** Certain components of the SaaS may incorporate open-source software (“**OSS**”). To the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of this Agreement. If an OSS license requires LenelS2 to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made. LenelS2 may provide third party materials, including software, in connection with the SaaS (“**Third Party Materials**”) which may be governed by different terms (“**Third Party Terms**”). If there are no Third Party Terms, User’s use will be (a) subject to the same terms as the SaaS and (b) solely in connection with User’s use of such SaaS. User is solely responsible for determining, obtaining

and complying with all Third Party Terms. LenelS2 has no responsibility for, and makes no representations or warranties, regarding (i) any Third Party Materials or User's use of Third Party Materials, and (ii) Third Party Terms or User's compliance with Third Party Terms. Any third party software, services, or products used by User in connection with the LenelS2 AI are subject to their own terms, and LenelS2 is not responsible or liable for third party software, services or products.

## **17. Compliance.**

- a. User and its affiliates will comply with all laws and regulations applicable to access and use of the SaaS. User acknowledges that: (a) LenelS2 does not provide legal advice regarding compliance with laws and regulations related to use of the SaaS, and (b) the SaaS has functionality that could be used in ways that do not comply with laws and regulations and User is solely responsible, and LenelS2 has no liability, for User's compliance with law with respect to its use of the SaaS. To the extent User or User's Authorized End User are government entities, the SaaS and all associated Documentation are "commercial computer software" and related "commercial computer software documentation" and "restricted data" provided to User under "Limited Rights" and "Restricted Rights" and only as commercial end items. User and its affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where User conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("**Sanctions Laws**") related to User's access to or use of the SaaS. User represents and warrants that none of User or its directors, employees, contractors, agents, banking partners, affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "**Sanctioned Persons**"). Neither User nor its affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the SaaS, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the SaaS for any purpose prohibited by the Sanctions Laws. User will not submit to the SaaS any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. User's violation of this Section will be a material breach.
- b. Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. User agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. LenelS2, at its expense, may audit User to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and User will provide reasonable assistance to LenelS2 to complete such audit. User's failure to comply with this provision will be deemed a material breach of the Agreement. User will not submit to the SaaS any data subject to the Sanctions Laws.
- c. LenelS2 will obtain the export license when LenelS2 is the exporter of record. User must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the SaaS purchased, delivered, licensed or received from LenelS2. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.
- d. User will notify LenelS2 immediately in writing of actual or reasonably suspected violations of this section. LenelS2 may suspend or terminate the Agreement or any order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without LenelS2 incurring any liability.

18. **Term, Suspension.** Unless otherwise agreed in a signed writing executed by the Parties' authorized representatives, this Agreement commences upon the earlier of when User's authorized representative clicks "Agree" (or similar term) or downloads/install/supplies/acceses the SaaS and remains in effect until User ceases using the SaaS, LenelS2 terminates this EULA and access to the SaaS, or User's SaaS subscription license term expires. The non-breaching Party may terminate this Agreement or any order if the other Party materially breaches and fails to cure within 30 days of receipt of written notice. LenelS2 may suspend LenelS2's performance or terminate this Agreement or any order upon written notice if LenelS2 believes that LenelS2's performance may violate the law and/or cause a safety or health risk, or if User is insolvent, there is an adverse change in User's creditworthiness or an attempt to obtain protection from creditors or wind down operations, User fails to pay any of LenelS2's undisputed invoices for 3 days after payment due date, User violates the law in performance of this Agreement, or assigns this Agreement without LenelS2's consent. Upon termination or expiry: (a) User must pay all amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes.

19. **Termination.** In addition to the other termination provisions of this Agreement, LenelS2 may terminate this Agreement or any order upon written notice if the SaaS is provided at no charge, User's use is fraudulent, or User's continued use would subject LenelS2 to third party liability. LenelS2 may without liability immediately suspend User's Use Rights without notice if LenelS2 determines

User or Authorized End Users are or may be in violation of this Agreement (including failure to pay Fees by due date), pose a security threat, or User's use of the SaaS is likely to cause immediate and ongoing harm to Lenels2 or others. During suspension, User and Authorized End Users will not have access to the SaaS and may be unable to access Input Data (including AI Input Data). Upon termination or expiry of this Agreement, User's Use Rights will expire and User must cease use of the SaaS and delete all copies of SaaS documentation and credentials. User will remain responsible for all Fees User have accrued. Within a reasonable period of time after receipt of User's request made within 30 days after the effective date of expiry or termination, Lenels2 will provide a file of User's Input Data (including AI Input Data) in comma separated value (.csv) format along with attachments. Lenels2 will have no other obligation to maintain or provide to User its Input Data (including AI Input Data) and will thereafter, unless legally prohibited, delete all User's Input Data (including AI Input Data) in its systems or otherwise in Lenels2's possession or control.

**20. Automatic Deactivation Feature.** User acknowledges and agrees that the SaaS may contain a time-sensitive disablement feature ("Deactivation Device") that will automatically deactivate the SaaS upon the termination of this EULA. User agrees not to tamper with, disable, or attempt to bypass the Deactivation Device feature. User understands that the Deactivation Device feature is integral to the enforcement of the applicable term of the license for the SaaS and agrees that Lenels2 shall not be liable for any loss or damage that may arise from the disablement of the SaaS as a result of the Deactivation Device feature.

**21. Warranty & Warranty Disclaimer.**

- a. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SAAS IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. LENELS2 IS NOT RESPONSIBLE OR LIABLE FOR USER'S (OR AUTHORIZED USER'S) USE OF THE SAAS, OR USE OR INTERPRETATION OFF THEIR OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LENELS2 EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE SAAS, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING, LENELS2 MAKES NO WARRANTY THAT THE SAAS WILL MEET USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT THE CYBERSECURITY SERVICES WILL PREVENT OR MITIGATE ANY ACT OR ATTEMPT TO DISRUPT, MISUSE, OR GAIN UNAUTHORIZED ACCESS TO ANY SYSTEM OR ELECTRONIC FACILITIES OR OPERATIONS THAT RESULTS IN A LOSS, ALTERATION OR DISCLOSURE OF DATA, SYSTEM DOWNTIME OR DEGRADATION OR LOSS OF OPERATION OR SERVICES RELATING TO THE CYBERSECURITY SERVICES. USER ACKNOWLEDGES THAT SAAS IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN SUCH RESULTS, DATA OR INFORMATION COULD LEAD TO INJURY, ILLNESS, DEATH, PERSONAL INJURY, BUSINESS INTERRUPTION OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- b. LENELS2 DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ISSUES, PROBLEMS, LATENCY, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CONDITIONS OR EVENTS REASONABLY OUTSIDE OF LENELS2'S CONTROL; (B) CYBER-ATTACK; (C) PUBLIC INTERNET AND COMMUNICATIONS NETWORKS; (D) DATA, SOFTWARE, HARDWARE, SERVICES, VIRTUAL MACHINES, TELECOMMUNICATIONS, INFRASTRUCTURE OR OTHER EQUIPMENT NOT PROVIDED BY LENELS2, OR ACTS OR OMISSIONS OF THIRD PARTIES USER RETAINS; (E) USER'S AND AUTHORIZED END USER'S NEGLIGENCE OR FAILURE TO USE THE LATEST VERSION OR FOLLOW DOCUMENTATION; (F) MODIFICATIONS OR ALTERATIONS NOT MADE BY LENELS2; (G) LOSS OR CORRUPTION OF DATA; (H) UNAUTHORIZED ACCESS VIA USER'S CREDENTIALS; (I) USER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT USER'S SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES; OR (J) ACTS OR OMISSIONS OF USER, AUTHORIZED END USERS OR OTHER THIRD PARTIES USER RETAINS, IN BREACH OF THIS AGREEMENT.
- c. THE WARRANTY DISCLAIMERS IN THE AGREEMENT APPLY TO THE LENELS2 AI AND FEATURES, INCLUDING ALL OUTPUTS. IN ADDITION, LENELS2 IS NOT RESPONSIBLE OR LIABLE FOR USER'S (OR USER'S AUTHORIZED END USERS') USE OF THE LENELS2 AI, OR USE OR INTERPRETATION OFF ANY RESULTS, OUTCOMES OR OUTPUTS. LENELS2 MAKES NO WARRANTIES REGARDING THE RESULTS OBTAINED FROM USING THE LENELS2 AI FEATURES OR THE ACCURACY OR SUITABILITY FOR USER'S NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, WORK INSTRUCTIONS, OR OTHER DATA) OBTAINED THROUGH THE LENELS2 AI FEATURES, OR THAT THE LENELS2 AI AND FEATURES WILL OPERATE IN CONJUNCTION WITH ANY OTHER PARTICULAR SAAS OR EQUIPMENT. USER UNDERSTANDS AND AGREES THAT ANY SUCH INFORMATION OBTAINED THROUGH USING THE LENELS2 AI FEATURES IS AT USER'S SOLE RISK. USER MUST NOT RELY ON FACTUAL ASSERTIONS IN OUTPUTS WITHOUT INDEPENDENT FACT-CHECKING, AND USER MUST NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR WORK INSTRUCTIONS IN OUTPUTS WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR USER'S NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY USER FROM THE LENELS2 AI OR THROUGH THE LENELS2 AI FEATURES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. FURTHER, USER ACKNOWLEDGES THAT LENELS2 HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE LENELS2 AI AND FEATURES. NOTWITHSTANDING THE FOREGOING, LENELS2 MAKES NO WARRANTY THAT THE LENELS2 AI (OR THE INFORMATION OR OUTPUT PROVIDED BY THE LENELS2 AI) WILL MEET USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE ACCURATE, COMPLETE OR ERROR FREE OR GENERATE ANY SPECIFIC OUTCOMES OR RESULTS.

d. In the event of LenelS2's failure to conform to any applicable warranty for an iOS Mobile App, User may notify Apple, and Apple will refund the purchase price for the Mobile App, if any. Such refund, however, will be limited solely to any purchase price paid to Apple for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY. For Android Mobile Apps, GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**22. Limitation of Liability.**

a. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR FOR USER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR (A) LOST PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA OR LOSS OF USE OF PROPERTY; OR (B) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

b. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR FOR USER'S PAYMENT OBLIGATIONS OR FOR EXCLUSIONS (AS DEFINED BELOW), EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (A) THE TOTAL AMOUNTS PAID FOR THE SaaS THAT GAVE RISE TO LIABILITY DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM AND (B) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. NOTWITHSTANDING THE FOREGOING, LENELS2'S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

c. "Exclusions" are: (i) a Party's fraud or wilful misconduct; (ii) a Party's breach of confidentiality obligations (except regarding Personal Data, Input Data (including AI Input Data) (if referenced in this Agreement); (iii) Section 14 (Indemnification) and Section 17 (Compliance); (iv) infringement, misappropriation or violation by a Party, its affiliates or its or their users of the other Party's or its affiliates' intellectual property rights; or (v) breach by User of any SaaS license, use rights or acceptable use terms.

d. All claims and causes of action must be brought by User within 12 months of actual or constructive knowledge.

**23. Consent to Electronic Communications and Solicitation.** To the extent the SaaS requires downloading a Mobile App, User authorizes LenelS2 to send (including via email and push notifications) information regarding the SaaS, such as: (a) notices about User's use of the SaaS and the Mobile App, including notices of violations of use; (b) updates to the SaaS and Mobile App and new features or products; and (c) promotional information and materials regarding LenelS2's products and services. User and its Authorized End Users can review account notification settings and adjust messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the "Push Notifications" section of the Mobile App settings.

**24. Governing Law.** All questions or disputes arising out of or relating to this EULA and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights, and liabilities relating hereto, whether arising in contract or otherwise ("Dispute"), shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provisions or rule (whether the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. LenelS2 and User expressly agree to exclude from this EULA the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The Parties agree that the federal and state courts of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any Dispute, and the Parties hereby consent and submit to the jurisdiction for such venue. The Parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The Parties shall seek to designate any Dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the Parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. User will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS EULA.

**25. Third Party Platforms; Third Party Beneficiaries.**

- a. If User accesses and uses the SaaS via a Mobile App from a third-party app store (e.g., Apple, Samsung, or otherwise) or a via a cloud-based platform (e.g., Microsoft Azure Cloud, AWS Cloud, or other cloud environment) (each, a "Third Party Platform"), this EULA is solely between LenelS2 and User, and any Third-Party Platform that provides access to the SaaS or Mobile App may have separate terms and conditions to which User may be required to accept in order to access use the Mobile App. To the maximum extent permitted by applicable law, LenelS2 will have no warranty, support, or other obligations whatsoever with respect to any Third-Party Platform, other than to confirm whether User should be provided with access to the SaaS via such Third-Party Platform. User further acknowledges and agrees that LenelS2 will have no liability whatsoever with respect to any Third-Party Platform.
- b. If User accesses and uses the SaaS via a Mobile App on an Apple device (e.g., iPhone, iPad, iPod Touch) (any such device, an "**Apple Device**"), this EULA is solely between LenelS2 and User, and Apple is neither a party to this EULA nor responsible for the SaaS or any support thereof. To the maximum extent permitted by applicable law, Apple will not be responsible for the investigation, defense, settlement or discharge of any third-party intellectual property infringement claim related to the SaaS, the Mobile App, or the use thereof. User acknowledges and agrees that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon User's acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against User as a third-party beneficiary.
- c. If User accesses and uses the SaaS via a Mobile App, such Mobile App is only available for supported devices and might not work on every device. Determining whether User or its Authorized End User's device is a supported or compatible device for use of the Mobile App is solely User's responsibility, and downloading the Mobile App is done at User's or its Authorized End User's own risk. LenelS2 does not represent or warrant that the Mobile App and any device are compatible or that the Mobile App will work on any device.

**26. SaaS Offering Specific Terms.** User's use of the SaaS is subject to the SaaS Offering Specific Terms at: [hwll.co/EULA](http://hwll.co/EULA) or as otherwise made accessible by LenelS2.

**27. Miscellaneous.** This EULA and the rights granted herein are not assignable or transferrable by User. LenelS2 may assign or transfer this EULA or any rights in it with or without notice to User. This EULA sets forth the entire agreement regarding the User's use of the SaaS, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by the written agreement of both parties. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. The parties are independent contractors of the other. If required by LenelS2's written contract with such parties, certain of its licensors may be third party beneficiaries of this EULA. The controlling version of this EULA is this English language version regardless translation. The word "including" is exemplary meaning "including without limitation" or "including, but not limited to." The words "shall," "will," and "must" are obligatory while "may" is permissive, giving a right, but not obligation. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.