

LENELS2 ADVANCED SERVICES TERMS AND CONDITIONS

By submitting a purchase order, the LenelS2 VAR hereby accepts the terms and conditions set forth herein with respect to this Project and the use of any Deliverables. Such terms and conditions shall not be superseded except to the extent it conflicts with a subsequently executed and signed agreement that expressly references the specific paragraphs and titles of this agreement that are subject to modification. The parties agree that under no circumstances shall the terms and conditions of this agreement be modified by the terms and conditions contained in a purchase order by the LenelS2 VAR.

Unless you have an approved direct purchase relationship with LenelS2, this quotation is only valid for purchase by or through certified LenelS2 Value Added Resellers ("VAR") in good standing. This quotation is based upon information provided by the VAR or other party requesting this quotation. The VAR or direct purchaser is responsible for the LenelS2 Access Control system and configuration and the definition and understanding of all requirements this quote represents. Should project conditions and actual requirements differ from those communicated, the VAR or direct purchaser is responsible for any changes or additional costs. Additional costs will be quoted as change requests.

This quotation is not an offer. This quotation and any transaction(s) that may result from it are subject to the terms and conditions detailed in this document as well as all terms and conditions of VAR's current Authorized Value-Added Reseller Agreement with LenelS2 or direct purchaser's current written agreement with LenelS2.

This quote is only valid for the ninety (90) days after the delivery date. Any Purchase Orders received after will need to be reviewed and potentially requoted.

DEFINITIONS

LenelS2 Access Control Software

LenelS2 Custom Solutions develops software solutions for all LenelS2 Access Control systems including OnGuard, NetBox, and Elements. This document collectively refers to these products as LenelS2 Access Control or LenelS2 Access Control Software

Deliverables

The object code version of software developed by LenelS2 pursuant to this Custom Development project requested by the LenelS2 VAR and any documentation, spreadsheets, tables or other compiled data set forth in the Statement of Work.

Deliverable Intellectual Property

All intellectual property rights created by LenelS2 under the work performed pursuant to the Custom Development project that are contained or incorporated in the Deliverables.

LENELS2 ADVANCED SERVICES OPERATING PROCEDURES AND POLICIES

The following operating procedures and policies were developed to ensure quality of service by providing a streamlined process for rules of engagement for LenelS2 Advanced Services. This includes workflow process from initial request to completion of work. *Lorum ipsum dolor sit amet, consectetur adipiscing elit*

SCHEDULING:

- In order to execute and schedule this order, a PO must be submitted to LenelS2 by email to orderentry.lenels2@honeywell.com. The remit address for LenelS2 is:

Honeywell Security Americas LLC
5624 Collections Center Drive
Chicago, IL 60693

- Scheduling will not take place until a PO is received.
- By submitting a PO, you are agreeing to be available to schedule within 3 months. We reserve the right to cancel a PO and requote if the customer delays beyond 3 months. A written notice will be provided to the VAR of Record.
- VAR must be VAR of Record to schedule the project.
- A Software Upgrade Support Plan (SUSP) for OnGuard or NetBox systems must be in place and current at time of the submission of the PO.
- For OnGuard and NetBox systems, the system must either be on a supported version or will be brought up to a supported version as part of a PES project. For Custom Solutions engagements the system must be running a supported version prior to deployment.
- Any requirement for LenelS2 personnel to sign a non-disclosure agreement (NDA) beyond agreements already in place, must be completed prior to scheduling.

INVOICING

For Custom Solutions projects, invoicing of development effort will be done upon notification to the VAR or direct purchaser that the project development, testing and functional testing has been completed. This notification will include documentation for the custom software developed and will provide notification that we can schedule deployment assistance if included. Custom Solutions products that do not require custom development will be invoiced upon receipt of PO and a download link will be provided. Invoicing of deployment time (Listed as CS-DLY) and support (CS-SUSP-STND) will not be performed until the project has been installed and the functionality signed off on by the VAR and end user.

For PES projects and engagements, LenelS2 PES will invoice Project PO at project completion.

CANCELLATION POLICY

For Custom Solutions projects, all work is invoiced as completed. Any work completed, or in progress, at the time of cancellation will be charged. If travel is required, any travel cancellation costs will be incurred by the VAR.

For PES projects, any scheduled engagement cancelled within 10 business days of dates scheduled and confirmed by the purchasing VAR is subject to a cancellation fee of **\$832 per day** for the duration of the engagement time as scheduled. This total, along with any non-refundable or exchange fees incurred (normally this applies to airline tickets), will be invoiced as a separate line item with PES Part number: PES-CNL

CUSTOM SOLUTIONS WARRANTY AND LIMITATIONS OF LIABILITIES

LenelS2 warrants, for a period of 30 days from the deployment of the Deliverables, that the Deliverables shall substantially conform to the specifications set forth herein. Support beyond 30 days is covered by a current CS-SUSP-STND support contract. If any Deliverable provided hereunder does not meet this requirement and the LenelS2 VAR promptly notifies LenelS2 during the warranty period, LenelS2 shall correct the discrepancy, at its own expense, and furnish Deliverables. The foregoing shall be the LenelS2 VAR's sole remedy with respect to the Deliverables under this Agreement. After the 30 day warranty period, all support requests should be initiated by contacting LenelS2 Technical Support.

The foregoing warranty is limited to the use of the Deliverables with the LenelS2 Access Control version within which the software solution was created and all Access Control upgrades provided by LenelS2 during the terms of the warranty. Custom Solutions software solutions are NOT guaranteed to be backwards compatible with older or unsupported versions of LenelS2 Access Control software.

Custom Solutions software solutions with an active CS-SUSP-STND contract will be verified for future versions of LenelS2 Access Control systems.

The foregoing warranty is further limited to:

- The server in which the software solution was installed AND the database that was connected at the time of deployment (i.e., Custom software is NOT covered by the warranty if transferred to other OnGuard Access Control systems or databases. This includes transferring the scripts software solutions within regions in the case of a LenelS2 Multi-Server Enterprise solution); and
- The functionality of the software solution (the warranty **DOES NOT** cover the quality of data being processed, i.e., failed records occurring due to incorrect, or invalid, data or data types. For example, trying to pass text into a number field, trying to pass text into a date field, trying to pass a ten-character value into an eight-character field, etc. Failed records are **NOT** covered in this warranty. It is ultimately the responsibility of the system user to monitor and correct any failed records via the error log and/or the failed records log)

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE DELIVERABLES ARE PROVIDED AS IS WITH ALL FAULTS.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITIES OR NEGLIGENCE, OR OTHER ACTION.

CUSTOM SOLUTIONS INTELLECTUAL PROPERTY AND LICENSE GRANT

The Parties agree that the Deliverable IP shall be owned by LenelS2 and that the LenelS2 VAR shall have no rights to practice or use the Deliverable IP except pursuant to the license granted below.

Upon completion of the Project and subject to timely and full payment of fees due to LenelS2, LenelS2 shall grant a non-transferable, non-exclusive, royalty-free worldwide, license and right under the Deliverable Intellectual Property:

- a. **To the LenelS2 VAR identified in this agreement:** to deliver, install and test the Deliverables on the system of the System User identified by System ID and to use the Deliverable for the purpose of supporting the System User; and
- b. **To the System User identified in this agreement:** to access and use the Deliverables on the System User's system identified by System ID and to make copies of the Deliverables for disaster recovery, backup, testing and archival purposes.

Upon submission of a request, the LenelS2 VAR hereby grants to LenelS2 a non-exclusive license to use any confidential information provided to LenelS2 for the sole purpose of developing the Deliverable and delivering the Deliverable to the LenelS2 VAR and the System User. The LenelS2 VAR represents and warrant that it has the right to provide such confidential information for the purposes hereunder.

ACCEPTANCE OF CUSTOM SOLUTIONS DELIVERABLES

The LenelS2 VAR shall have thirty (30) days from the date of delivery of the Deliverables (the "**Acceptance Period**") to determine whether the Deliverables complies in all material respects with the specifications set forth in this document and shall notify LenelS2 within the Acceptance Period whether it accepts or rejects the Deliverables. A rejection of a Deliverable shall be accompanied with a written list of non-conformities of the Deliverables. LenelS2 shall thereafter correct, repair, or modify the Deliverables, at no additional charge to the LenelS2 VAR, so that it complies with the specification. A failure by the LenelS2 VAR to reject within the Acceptance Period shall be deemed an acceptance.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the LenelS2 VAR and LenelS2 concerning this custom development project and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

THE
FUTURE
IS
WHAT
WE
MAKE IT