

CISA SMART SOFTWARE RESELLING AGREEMENT

This CISA Smart Software Reselling Agreement (“**Agreement**”) is entered into by and [ALLEGION ENTITY NAME], with registered address at [INSERT ADDRESS] (“**ALLEGION**”) and the entity/company/natural person that has (counter-)signed the Commercial Offer or that has executed or otherwise agreed to the CISA Smart Software Reselling Agreement (“**PARTNER**”). ALLEGION and PARTNER may also be individually referred to herein as a "**Party**" and collectively as the "**Parties**".

NOW THEREFORE, the Parties hereby agree as follows:

1. Authorisation

1.1. Pursuant to this Agreement, ALLEGION hereby authorises PARTNER to resell on a non-exclusive basis one copy in object code form of the CISA smart software developed and owned by CISA and made available to PARTNER by Allegion or its affiliates. The CISA Smart Software (“**Software**”) includes without limitation, its source and object code, listings, design details, algorithms, processes, flow charts, formulas related materials, updates, scripts, configuration files, installation and configuration tools (including any firmware). PARTNER may only resell the copy of the Software in object code form to end-users which are known to ALLEGION (“**End-Users**”).

1.2. PARTNER may not authorise or appoint any dealers, sub-resellers, agents, representatives, sub-contractors or any (other) third party to advertise, promote, market and/or resell the Software.

2. License terms

Subject to PARTNER payment of applicable fees and to PARTNER’s compliance with other terms and conditions of the present Agreement, ALLEGION hereby grants PARTNER a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to resell one copy of the Software in object code form solely for use with Allegion hardware by End-Users.

3. Resale

4.1. All use of Software by End-Users is subject to the “CISA Smart Software End-User License Agreement” (“**EULA**”). PARTNER may not purport to impose any other terms pertaining to the use by End-Users of the Software. PARTNER is responsible for ensuring that each End-User enters the EULA in a manner that is legally binding upon the End-User. PARTNER must be able to provide to ALLEGION evidence of the acceptance by the End-User of the EULA upon request.

4.2. ALLEGION will provide a template of the EULA to PARTNER and PARTNER will promptly review it and advise ALLEGION as to the revisions, if any, necessary in order to ensure compliance with the local law(s) and rules and/or practices within the country of sale. ALLEGION reserves the right to change its EULA from time to time, subject to reasonable advance notice.

4. Term and renewal

Unless the instalment agreement with PARTNER is terminated by (one of) the Parties or if the instalment agreement with PARTNER expires before the end date of the Agreement, in which cases the Agreement will only last until the termination or respectively expiry date of the instalment agreement with PARTNER, the term of this Agreement is one (1) year.

5. Warranties

5.1. All Software is covered by ALLEGION's limited warranty statements that are provided in the EULA.

5.2. Unless otherwise listed in the present Agreement, Software is provided "as is". ALLEGION does not make any other warranty regarding the Software, which includes that ALLEGION disclaims to the (fullest) extent authorised by law any and all (other) warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

5.3. PARTNER shall not without ALLEGION's prior written consent make or give any representations, warranties or other promises concerning the Software beyond those contained in the EULA.

6. Force Majeure

6.1. Neither Party shall be responsible for total or partial non-performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, accidents, compliance with any law, regulation or other government order (whether or not valid), war or national emergency, riots, fire, industrial action or restraints or delays affecting carriers.

6.2. The Party invoking any such events shall promptly notify the other Party, giving an estimate as to the foreseeable duration thereof. Should the event last for a continuous period in excess of 30 (thirty) days, either Party shall be entitled to terminate the Agreement in accordance with article 11 of the Agreement.

7. Intellectual Property

7.1. Intellectual property means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolised by the foregoing, (b) copyrights, including all applications and registrations related to the foregoing, (c) trade secrets and confidential know-how, (d) patents and patent applications, (e) websites and internet domain name registrations, and (f) other intellectual property and related proprietary rights, interests and protections ("**Intellectual Property**").

7.2. Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party, and each Party will retain exclusive right, interest and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.

8. PARTNER's responsibilities:

8.1. PARTNER will not create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source

code, hardware design, or organisation of the Software, unless expressly permitted by law, copy, modify, translate, or create derivative works of the Software, unless ALLEGION consents in writing.

8.2. PARTNER will not use Software for its internal/own use, unless ALLEGION consents to this in writing.

8.3. On ALLEGION's request, and to the extent permitted by applicable law(s), PARTNER shall provide ALLEGION with End-User contact information.

8.4. In case PARTNER is a Technical Assistance Centre ("TAC"), PARTNER will ensure a quick, appropriate and efficient after-sales/support service for all the Software on the Territory and ensures that the after-sales service is in conformity with the instructions of ALLEGION, which may be modified from time to time.

8.5. PARTNER agrees to receive, examine and treat all complaints received from End-Users. The complaints which cannot be easily remedied by PARTNER, may be forwarded to ALLEGION within a reasonable delay.

9. Compliance and ethics

PARTNER warrants to comply with all applicable laws, rules, regulations, ordinances or other requirements of any national, state, provincial, local, multi-national or international body (collectively "Laws") relating to the sale, delivery and use of the Software. This including but not limited to the applicable safety and environmental regulations and export regulations. Upon request, PARTNER will submit to ALLEGION evidence of such compliance. In addition PARTNER shall adopt and comply with ALLEGION'S Business Partner Code of Conduct ("BPCOC"), which may be found at <http://www.allegion.com/suppliers>.

10. Confidentiality

10.1. PARTNER shall keep in strict confidence all information, including, but not limited to, all technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to the PARTNER by ALLEGION or its agents, or which are created by the PARTNER in performing the instalment agreement and any other confidential information concerning ALLEGION's business or its products which the PARTNER may obtain and the PARTNER shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the PARTNER's obligations to ALLEGION and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the PARTNER.

10.2. When a separate non-disclosure agreement is signed between ALLEGION and the PARTNER, the provisions of such agreement shall prevail over this clause.

11. Termination

11.1. Termination: Either Party may terminate this Agreement immediately

(a) with written notice:

- if a force majeure event occurs subject to article 6 of the Agreement; or

- if the other Party materially breaches any term of this Agreement and such breach continues for thirty (30) days after notice; or
 - in the event of cancellation, suspension or revocation of the other Party's licenses, permits or authorisations required to perform its obligations under this Agreement;
 - if PARTNER breaches article 9 and/or 10 of this Agreement;
- (b) without notice if the other Party is unable to or admits its inability to pay its debts as they fall due, suspends making payments on all or any class of its debts, begins by reason of financial difficulties to negotiate with one or more of its creditors, becomes insolvent, makes a general assignment for the benefit of creditors or avails itself of or becomes subject to any proceeding relating to bankruptcy, insolvency, the protection of rights of creditors, reorganisation or like proceeding.
- 11.2. Termination for convenience: ALLEGION shall have the right to terminate this Agreement upon one (1) month prior written notice to the PARTNER in the event PARTNER has failed to remedy any communicated performance breach within two (2) months of such communication.
- 11.3. Change of control: ALLEGION may immediately terminate this Agreement with written notice if the PARTNER sells, transfers, assigns or in any other way disposes of any substantial part of its business or assets to any third party.
- 11.4. On termination or expiration of this Agreement:
- PARTNER shall promptly return to ALLEGION all remaining Software copies and all property belonging to ALLEGION.
 - PARTNER will refrain from using ALLEGION's proprietary rights or Intellectual Property Rights;
 - PARTNER will refrain from using, and promptly return to ALLEGION or destroy, at ALLEGION's discretion, all confidential information of ALLEGION.
- 11.5. On termination or expiration of this Agreement, neither Party will be liable to the other Party, except for liability that arose before the termination or expiration of this Agreement or arising after the termination or expiration of this Agreement and in connection with articles 5.3., 10 and 11.

12. Limitation of liability and indemnification

- 12.1. Nothing in this Agreement shall limit or exclude either Party's liability towards the other Party for personal injury or death resulting directly from the negligence, fraud or fraudulent misrepresentation, a breach of articles 9 and/or 10 of the Agreement or any liability that cannot be limited or excluded under any applicable law.
- 12.2. Nothing in this Agreement shall limit or exclude PARTNER's liability arising out of PARTNER's breach of article 7 of the Agreement, PARTNER's breach of the EULA or failure to pay any amounts due to ALLEGION pursuant to this Agreement.
- 12.3. Subject to article 12.1. of this Agreement, neither Party will be liable, whether in contract, tort, misrepresentation or otherwise, to the other for (i) special, incidental, indirect, or consequential damages; (ii) loss of profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation; (iii) any loss or damage to data; (iv) wasted

expenditure (other than any expenditure necessarily incurred to discharge the innocent Party's duty or to mitigate its losses). This limitation is in the aggregate and not per incident.

- 12.4. PARTNER shall indemnify, defend and hold ALLEGION, its affiliated companies, and its respective officers, directors, employees, customers, users and agents (collectively the "**Indemnitees**") harmless from and against all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorneys' fees for injury or death to any person, or injury to any property (collectively, "**Damages**"), received or sustained by any third party or third party property, arising out of, occasioned by, attributable or related to i) any breach of any representation or warranty made by PARTNER; ii) any failure by PARTNER to perform or fulfil any of its covenants or due to its acts or omissions; iii) any litigation, proceeding or claim by any third party relating in any way to the obligations of PARTNER; or v) any act or omission, negligent or otherwise, in the performance of any agreements, whether by PARTNER or its employees. PARTNER shall not consummate any settlement without the relevant Indemnitees' prior written consent. PARTNER's Indemnification obligation will continue in full force and effect notwithstanding the termination or expiration of any agreement.
- 12.5. PARTNER agrees to hold the Indemnitees harmless from and defend the Indemnitees against any such claim of intellectual property infringement, including any damages resulting from that claim, the cost to Indemnitees of complying with any preliminary or permanent injunction, and all other costs of defence (including the attorneys' fees and costs), in connection with any breach of the foregoing.

13. Miscellaneous

- 13.1. Amendments: No modification or amendment of any provision of this Agreement shall be made unless both Parties consent to it and only in writing.
- 13.2. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby, and the Parties shall negotiate replacement provisions for those provisions which are held invalid, illegal or unenforceable which as closely as possible express the intent of those provisions.
- 13.3. Survival: If any provision of this Agreement is or shall become wholly or partly void, it shall to the extent of such nullity be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect. To the void provision shall be substituted a valid provision which comes as close as possible to the economic purpose of the void provision. Any provisions of this Agreement intended to survive this Agreement shall survive the termination date of this Agreement.
- 22.5. Waiver: Failure or delay by ALLEGION in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement. Any waiver by either Party of any breach of, or any default under, any provision of this Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.