

License Agreement

This End User License Agreement (“EULA”) is a legal agreement between you and Door Systems, Inc. operating as DOOR (“DOOR”) for the DOOR software (“Software”) embedded on your DOOR electronic physical access control products (“Hardware”).

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU MUST CEASE USING AND ACCESSING THE SOFTWARE IMMEDIATELY. BY ACCESSING AND USING THE SOFTWARE IN ANY MANNER, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH SUCH ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SOFTWARE AND TO ENTER INTO THIS EULA. Use of the Hardware, the Software and the DOOR services provided in connection with the Hardware and the Software may also be subject to DOOR’s [Terms of Service](#) (“Terms of Service”), [Privacy Policy](#) (“Privacy Policy”), [Limited Warranty](#) (“Warranty”), and such other terms, conditions and instructions that may be provided by DOOR from time to time. Please review all such terms and policies carefully before using any of DOOR’s products or services (“DOOR Services”). By using the Software you are agreeing to the terms of all of the above-listed terms and conditions that apply to you.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC UPDATING OF THE SOFTWARE. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SOFTWARE. Any future release, update, or other addition or change to functionality of the Software shall be subject to the terms of this EULA, unless DOOR expressly states otherwise. Your continued use of the Software is your agreement to the terms and conditions set forth in this EULA.

- **LICENSE GRANT.** Subject to the terms and conditions of this EULA, DOOR grants to you a nontransferable, nonexclusive, revocable, worldwide (subject to any legal restrictions on export or use) license (without the right to sublicense) to download and run the Software, solely on the Hardware that you own or control, in connection with your use of such Hardware, in accordance with this EULA and any other terms and conditions made available by DOOR in connection with the Hardware, Software and related DOOR Services.
- **CONDITIONS OF USE; LICENSE RESTRICTIONS.** You agree to abide by, and to use the Hardware and Software in accordance with, the documentation provided to you in connection with the Hardware and Software, and any additional terms of service that DOOR may post associated with the DOOR Services, including without limitation the Terms of Service. You are responsible for maintaining the security of your Hardware, and you must take reasonable

steps to protect access to the Hardware and Software. All use of the Hardware and Software (by you or others) through your account with DOOR is your responsibility. Your use of the Hardware and Software is subject to the following restrictions: (a) you shall use the Hardware and Software solely as licensed above, and shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Hardware or Software or make the Software available to any third party for any use outside of the Hardware or as otherwise intended by this EULA, the Terms of Service and Warranty; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Hardware or Software (except solely to the extent affirmatively required under applicable statutory law); (c) you shall not use or access the Hardware or Software for benchmarking or competitive analysis, or in order to build a similar or competitive product or service; (d) except as expressly stated herein, you shall not copy, reproduce, distribute, republish, download, display, post, or transmit the Hardware or Software in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means and (e) you shall only use the Hardware and Software in compliance with all applicable local laws, rules and regulations, including without limitation all building codes and regulations.

- **AUTOMATIC SOFTWARE UPDATES.** DOOR may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software and related services ("Updates"). You consent to the automatic installation of the Software on the Hardware, which may occur without DOOR providing any additional notice or receiving any additional consent. If you do not want such Updates, your remedy is to stop using the Software. If you do not cease using the Software, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use certain features or components of the Hardware, including the Software, and you agree to promptly install any Updates DOOR requires or makes available to you.
- **OWNERSHIP.** DOOR and its suppliers and licensors own and retain all right, title and interest in and to the Software, including all intellectual property rights thereto and reserve all rights not expressly granted in this EULA. The Software (and all copies thereof) is licensed to you, not sold, under this EULA. You acknowledge that any suggestions, ideas, comments or other feedback ("Feedback") you provide to us regarding the Hardware or Software shall become our sole and exclusive property without any compensation to you. We may, in our sole discretion, decide whether to use the Feedback in any of our products and services. You hereby assign to us all of your right, title and interest in the Feedback, including but not limited to all copyrights, patent rights, trade secrets and trademarks.

- OPEN SOURCE. The Software may contain or be distributed with open source software which may be covered by [different licenses](#). You agree that all such open source software is and shall remain subject to the terms and conditions under which it is provided, and you are and shall be responsible for compliance with such terms.
- PRIVACY. The Software may automatically transmit personal, usage and status data to DOOR's servers to enable its functionality. Information provided to DOOR in connection with your use of the Software is covered by our Privacy Policy. Please review the Privacy Policy prior to using the Software. By entering into this EULA and using the Software, you are agreeing to the collection and use of your information as set forth in the Privacy Policy.
- INDEMNITY. You agree that DOOR shall have no liability whatsoever for any use you make of the Software. You shall indemnify and hold harmless DOOR from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from your use of the Software in a manner that does not comply with the terms of this EULA.
- WARRANTY DISCLAIMER. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND DOOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS EULA. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.
- LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DOOR NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS EULA OR TERMS OR CONDITIONS RELATED THERETO UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY FOR ANY (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF REVENUES AND LOSS OF PROFITS OR (C) ANY AMOUNTS THAT EXCEED, IN THE

AGGREGATE, THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM ARISING. THE FOREGOING SHALL APPLY EVEN IF DOOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS PROHIBITED BY LAW, DOOR SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE HARDWARE OR SOFTWARE, OR THIS EULA, MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

- CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS AND/OR LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.
- TERM AND TERMINATION. This EULA and the licenses granted hereunder are effective on the date you first install or use the Software and shall continue unless and until you or DOOR terminates this EULA pursuant to this section. DOOR may terminate this EULA at any time if you fail to comply with any term(s) hereof. You may terminate this EULA effective immediately upon providing DOOR with written notice. Upon termination, the license granted to you for use of the Software shall terminate and you will no longer have any rights to use the Software. Upon termination, you shall immediately destroy any copies of the Software in your possession. All provisions of this EULA which by their nature should survive termination shall survive termination, including, without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, there will be no refunds in the event this EULA is terminated.
- EXPORT. You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the Software or Hardware, nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws or regulations. By using the Hardware or Software you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- CONFIDENTIALITY. "Confidential Information" shall mean the Software and all other information disclosed to you that DOOR characterizes as confidential at the time of its disclosure or which would be reasonably understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. You shall use your best efforts, but no less than reasonable care, to preserve and protect the confidentiality of the Confidential Information at all times during the term of this EULA and until you can document the Confidential

Information becomes generally known to the public through no act or failure to act on your part. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any third party without the prior written consent of DOOR. You shall not use any Confidential Information other than in the course of the activities permitted by DOOR hereunder. You shall notify DOOR in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA and will cooperate with DOOR in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, to the extent permitted by applicable law, rule or regulation, you will (a) notify DOOR prior to such disclosure to allow DOOR an opportunity to contest the disclosure; (b) cooperate fully with DOOR in protecting against any such disclosure or obtaining a protective order narrowing the scope of such disclosure and (c) in the event such protection is not obtained, disclose only the Confidential Information necessary to comply with the applicable legal requirements.

- U.S. GOVERNMENT END USERS. The Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.
- GOVERNING LAW AND JURISDICTION. This EULA shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of this EULA shall be resolved in New York County, New York.
 - ARBITRATION AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS:
 - ARBITRATION. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS EULA AND THE LICENSES GRANTED HEREUNDER, YOUR USE OF THE SOFTWARE, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF

JAMS THEN IN EFFECT, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY BRING YOUR CLAIM IN YOUR LOCAL "SMALL CLAIMS" COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT'S RULES AND IF WITHIN SUCH COURT'S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this EULA.

- 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section 16, you must notify DOOR in writing within 30 days of the date that you first accept this EULA (unless a longer period is required by applicable law). Your written notification must be mailed to DOOR at the following address: 1220 N Price Rd, Olivette, MO 63132. If you do not notify DOOR in accordance with 16(b), you agree to be bound

by the arbitration and class-action waiver provisions of this EULA, including such provisions in this EULA revised after the date of your first acceptance. Such notification must include: (i) your name, (ii) your DOOR Account number; (iii) your mailing address, and (iv) a statement that you do not wish to resolve disputes with DOOR through arbitration. If DOOR makes any changes to the Arbitration and Class Action Waiver section of this EULA (other than a change to the address at which DOOR will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Class Action Waiver section), you may reject any such change by sending us written notice within 30 days of the change to the address set forth in this Section 16(b). It is not necessary to send us a rejection of a future change to the Arbitration and Class Action Waiver section of this EULA if you had properly opted out of the arbitration and class-action waiver provisions in this Section 16 within the first 30 days after you first accepted this EULA. If you have not properly opted out of the arbitration and class-action waiver provisions in this Section 16, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects this EULA only; if you previously entered into other arbitration agreements with DOOR or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in this EULA shall not affect the other arbitration agreements between you and DOOR.

- **Severability.** If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with us.
- **MISCELLANEOUS.** This EULA, together with the Terms of Service and Privacy Policy and any other applicable documentation provided to you by DOOR, are the entire agreement between you and us with respect to the Software and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Software. If any provision of this EULA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and enforceable. The failure of either

party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. This EULA is personal to you, and is not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. No agency, partnership, joint venture, or employment relationship is created as a result of this EULA and neither party has any authority of any kind to bind the other in any respect. All notices under this EULA will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to contact@door.com. Our failure to enforce any part of this EULA shall not constitute a waiver of our right to later enforce that or any other part of this EULA. In order for any waiver of this EULA to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. The section and paragraph headings in this EULA are for convenience only and shall not affect their interpretation. Any use of "including" "for example" or "such as" in this EULA shall be read as being followed by "without limitation" where appropriate.

- **QUESTIONS OR ADDITIONAL INFORMATION.** If you have questions regarding this EULA, or wish to obtain additional information, please send an e-mail to contact@door.com.