

## ASSA ABLOY Global Solutions

### Reimagining the World of Hospitality

By leading the security access technology industry in customer journey mapping and innovative design, ASSA ABLOY Global Solutions door locks and electronic safes continue to set the universal standard in hotel safety and guest convenience. With advanced RFID-based door locks such as **Essence** and **Signature RFID**, ASSA ABLOY Global Solutions provides unmatched data encryption and anti-keycard cloning abilities that ensure only those authorized can ever gain room access. Both Essence and Signature RFID further leverage a minimalistic design to seamlessly match any property style and with Mobile Access-ready compatibility, can also provide the ability to securely access rooms via smart device without the need for additional hardware or installation. ASSA ABLOY Global Solutions additionally offers a variety of electronic safe models, sizes and colors to match any hotelier and guest need. With options that include **Sentinel II**, **Infinity II** and **Zenith** safes, each solution comes equipped with the highest standard in encryption and anti-tamper labyrinth protocols, with Sentinel II also UL-1037 Certified for physical strength.



## Why us

We help our partners serve more than five million guests, residents and users every single day. ASSA ABLOY Global Solutions is the leader in hospitality technology, providing innovative security solutions to properties where multiple people stay, and where access rights are controlled and managed centrally.

We have positioned ourselves as an industry leader by constantly seeking new and innovative ways to provide security solutions to our customers and partners around the world, consistently increasing our market presence globally. With our vast array of solutions, we help our customers improve guest satisfaction and operational efficiency while maintaining the highest levels of security. We pride ourselves on being industry pioneers with truly cutting-edge technologies.

Our proven strategy for delivering this to our valued customer-base is focused on our continued transformation into a leading digital solutions company, offering the latest and most innovative software and hardware products. With a sophisticated product development strategy centered on forward-thinking innovations, we are able to supply our customers and the end-user with improved processes and tools for getting the most out of their experiences.

Our goal for the future is to never stop innovating and to always offer best-in-class solutions for our customers and the growing number of people they serve.

Our purpose as an industry leader is not to simply lock and unlock more doors, but to unlock the feeling of safety, security and belonging.

# Visionline

## System and Software

The complete system solution | Visionline is the ideal solution for all type of properties, ranging from the smallest to the most demanding. It is the most complete system solution on the market, whether in regards to access control, advanced security features, integrating with energy management systems or improving the operations at your property.



### FEATURES

- : Keycard automatically activated upon check-in.
- : Mobile Access compatible.
- : Validation period: keycards are automatically de-activated upon check-out.
- : Card update station: in offline scenarios the guests can use the automatic card update station to update the card and get a room number.
- : Various alarms: create customized alarms triggered by events in your property
- : Online room management: block users, cancel access, reassign rooms, etc.
- : System integration: add on to the system to include other product solutions.
- : Customized reports: define criteria to create in report.
- : Payment card: use same keycard as payment method in restaurants, shops, etc.
- : Counter: use counters to limit the number of times guests can access certain areas, e.g. 10 visits to the pool.

**ASSA ABLOY**

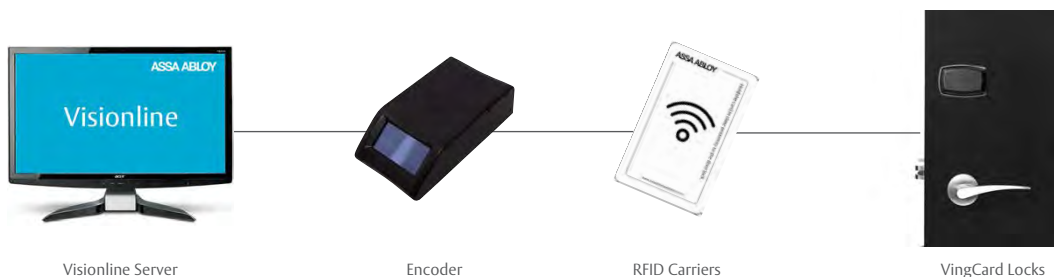
ASSA ABLOY Hospitality

The global leader in  
door opening solutions

## VISIONLINE OPTIONS

### Option 1: Visionline Offline

Visionline Offline is a solution which doesn't require any network to the locks but still offers a vast range of features. All access information is securely stored on the keycard.



### Features of Visionline Offline

- : Audit trails on cards.
- : Customized reports.
- : Auto-update station to assign rooms, update cards and re-validate.
- : Various alarms.
- : Block access to specific areas.
- : Mobile Access.

### Option 2: Visionline Wireless

Visionline Wireless is one of two alternatives for an online solution at your property and is most suitable for existing properties, as well as retrofits and new projects. Visionline Wireless communicates through a high security ZigBee network.

#### Network Architecture

- : Electronic locks and safes with RF-end nodes communicating with the Visionline server through a ZigBee network.
- : Gateways connecting to the hotel Ethernet for direct communication with the Visionline server.
- : Routers that relay communication between locks/safes and gateways.



### Features of Visionline Wireless

- : Flexible and easy installation.
- : No need to wire door locks.
- : Online communication with locks, safes and EMS.
- : Audit trails, alarms and events over network.
- : Support for room moves and extended stays without visiting front desk.
- : Remote cancellation of cards.
- : Mobile Access.

## VISIONLINE PRODUCT OPTIONS

Choosing the Visionline solution, provides endless opportunities. Our extensive line of products ensures a unified look and feel throughout your property, regardless of your preference

### Electronic RFID Locks

Our RFID locks share technology with our RFID safes, enabling Visionline to operate both product lines within the same solution. Our RFID technology is the latest and the most flexible platform for future applications.



VingCard Allure



VingCard Essence



VingCard Signature RFID



VingCard Classic RFID

### Electronic RFID Accessories

Our RFID accessories complement the electronic locks, providing you with a complete locking solution throughout your property, regardless of area.



Remote Controller



Elevator Controller

### Electronic Safes

Our safes share technology with our electronic locks enabling Visionline to operate both product lines within the same solution.



Elsafe Infinity II



Elsafe Infinity II



Elsafe Infinity II

### Orion Energy Management Solution

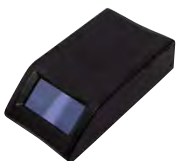
Our Orion EMS can be integrated with Visionline, enabling more efficient and cost-effective operations.



Orion High Voltage Thermostat

### Operational Equipment

Front desk- and service equipment:



RFID Encoder



Service Computer



RFID Keycard



Mobile Credentials



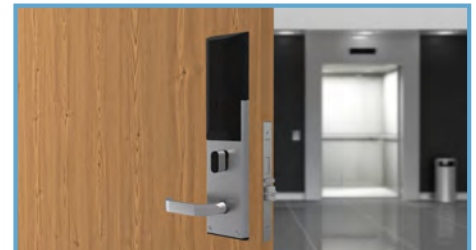
Keyfob



Wristband

### Keycards & Carriers

## Your Configuration - VingCard Classic



Door model: VingCard Classic

Door standard: ANSI DA

Door style: Light Oak

Handle: US Ship

Finish: Satin Chrome

Reader: Black

Mechanical override: No

Seal:

Mobile access compatible: Yes

Link to your configuration: <https://configurator.assaabloyglobalsolutions.com/en/config/classic/lzk5NDQj>

**CLICK HERE IF YOU NEED MORE INFORMATION OR  
WANT A NON-BINDING QUOTATION**

[www.assaabloyglobalsolutions.com](http://www.assaabloyglobalsolutions.com) · [globalsolutions@assaabloy.com](mailto:globalsolutions@assaabloy.com)

Images and colors in application may differ from actual product

## ASSA ABLOY Global Solutions, Inc.

631 International Pkwy  
Suite 100  
Richardson, TX 75081  
United States  
Phone: +1 972-907-2273  
FAX: 972-907-2771

### Sold To: Customer Number:

Grand Summit Hotel  
4000 Canyons Resort Drive,  
Park City, Utah, 84098, United States

### Bill To: Customer Number:

Grand Summit HOA  
Po box 680337,  
Park City, UT, 84068, United States

### Ship To:

Grand Summit Hotel  
4000 Canyons Resort Drive,  
Park City, UT, 84098, United States

## Quotation

Quote Number	QUO-04766-W7Q2V6
Quotation Date	03/25/2020
Expiration Date	06/02/2020
Contact	Bob Dethloff
Customer phone	
Customer fax	
PO/Contract No	TBD
Salesperson	Bob Dethloff
Currency	US Dollar

## BUDGETARY QUOTE PENDING APPROVAL

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### BATTERY OPERATED LOCKS

- \*\*All doors must have a 5 inch stile to accommodate locksets, rim exit devices, & vertical rods.
- \*\*All doors must be pre-prepped per VingCard's door prep templates.
- \*\*All doors must be hung prior to installers' arrival.
- \*\*Frames must be able to accept a 1 inch deadbolt fully engaged.
- \*\*Sagging and misaligned doors need to be corrected prior to lock installation.
- \*\*Smoke Seal must be installed prior to lock install to allow lock and strike to function freely with no interference.
- \*\*Phased installs are subject to a \$602.55 trip charge per additional trip under 100 units.

### REMOTE READERS

- \*\*120Vac work by others.
- \*\* Wiring from EL hardware (IE door strike) to remote readers by others (18/2 stranded).
- \*\* Conduit work by others, if conduit is required, pull strings by others.
- \*\* Power Supply may be up to 60 feet from Remote Readers.
- \*\* EL Hardware (door strikes, etc.) by others – unless otherwise specified.

### FREIGHT

- \*\*Any freight calculations are estimates based on weight and delivery address only.
- \*\*Painting and patching (if and where required) by others.

**ACCEPTANCE OF QUOTE ABOVE:**

1. Any Quote from AAGS that is not accepted in writing by Purchaser within ninety (90) days from the date of issue shall not longer be binding upon AAGS in any manner whatsoever.
2. This Quote may not represent the total costs for the purchaser of the Products and Services. Additional costs may be incurred, including but not limited to freight and shipping, storage, travel, lodging, meal per diems, training, installation, site preparation, maintenance, repairs, and licensing fees, and any other costs not included herein will be billed separately. Additional bills or invoices for these costs are not to be deemed a Change Order.
3. All Quotes are subject to the terms and conditions set forth in AAGS's General Terms and Conditions, applicable Addenda, Software License Agreement, and other policies and warranties that are in effect from time to time, which are incorporated herein by reference and available to you through your Customer Portal login or by requesting a copy from AAGS.
4. All accepted Quotes must be accompanied by a complete credit application and subject to credit approval determined AAGS's in sole discretion prior to AAGS's acceptance and shipment. Purchaser hereby authorizes AAGS to request credit reports on Purchaser. Purchaser understands that the credit reports may include information derived from any credit bureau and any other public records or other information bearing on Purchaser's credit standing, credit capacity, creditworthiness, general reputation, trustworthiness and/or business practices. Purchaser understands that in the event AAGS receives an unacceptable credit and/or background check, AAGS shall have the right to cancel any Orders or Quotes and discontinue sales on credit to Purchaser or modify existing credit terms.
5. A minimum payment of up to fifty percent (50%) of the total Quote price may be subject to increase based on Purchaser's credit history (which such determination will be made in AAGS's sole discretion)
6. Purchaser must notify AAGS at the time of placing an order if any Products are to be installed on the exterior of any buildings or if the Products will be placed in long-term storage. Additional costs may be incurred in the Products are to be installed on the exterior of a building. Some warranties may be void, if the Products will be installed on the exterior of the building.
7. AAGS has provided this Quote based on the information, plans, and specifications provided by Purchaser. Purchaser's failure to provide accurate information may result in a change in the price stated in this Quote, and additional charges may apply.
8. Capitalized terms not defined in herein shall have the meanings set for in AAGS's General Terms and Conditions.

**AGREEMENT****GENERAL TERMS AND CONDITIONS**

**These General Terms and Conditions ("Terms") are applicable to all Products, Services, Software, and Software Licenses purchased by Purchaser from ASSA ABLOY Global Solutions Inc. or any of their Affiliates.**

**1. Definitions. The following capitalized terms have the meanings provided herein when used in these Terms and any Addenda, Orders, Quotes, or any integrated schedules, or exhibits.**

- a. "AAGS" means ASSA ABLOY Global Solutions Inc.
- b. "Addendum" means any addendum or other documentation provided by AAGS to Purchaser related to the Products, Services, Software and Software Licenses purchased by Purchaser from AAGS, and may include, without limitation, the Installation and Training Addendum, Self-Installation Addendum and Disclaimer, Phone Services Addendum, Mobile Access Systems Addendum, and Maintenance and Repair Addendum.
- c. "Affiliate" means, with respect to a party, any entity that controls, is controlled by, or is under common control with such party (where 'control' means ownership of more than 50% of the voting equity interests in such entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise).
- d. "Change Order" means a written request by Purchaser or AAGS that is accepted by Purchaser and AAGS in writing to revise or modify an Order for Products, Software, or Services.
- e. "Force Majeure Event" means war, fire, riot, strikes, explosions, insurrections, flood, or other labor or industrial disturbances, inevitable accidents, government, state, provincial, or local ordinances or regulations, acts of God, blockades, embargos, delays in obtained materials, legal restrictions, internet failures or disruptions, or any other cause or condition beyond the control of AAGS.
- f. "Installations Services" shall mean the services provided by AAGS (or its subcontractors) to Purchaser for the installation of the Products.
- g. "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names; (iv) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.
- h. "License" means the license rights granted to Purchaser under a Software License Agreement.
- i. "Order" means a written request by Purchaser to place an order for Products, Software, or Services from AAGS that is accepted by AAGS in writing as described herein and may be in the form of an order form, a contract from Purchaser, an accepted Quote, or similar document.
- j. "Phone Services" shall mean those certain phone services to be provided by AAGS (or its subcontractors) to Purchaser mutually agreed to in writing by AAGS and Purchaser.
- k. "Products" means the products AAGS manufacturers, sells, and delivers to Purchaser (including any partial shipment thereof). For further clarity, Products do not include products manufactured by third-parties, or consumable goods, such as, without limitation, keycards, fobs, batteries, and others of a similar nature.
- l. "Product Documentation" means any and all drawings, descriptions, technical documents, installation documents or other information relating to the Products or their manufacture, or any training materials provided by AAGS to Purchaser, and all updates or modifications thereto and derivative works thereof made from time to time.
- m. "Purchaser" means the entity or person(s) purchasing Products and/or Services from AAGS, and also includes Purchaser's Affiliates, subsidiaries, parents, successors and assigns, employees, contractors, representatives, and agents.
- n. "Quote" means a quote issued by AAGS to Purchaser. A Quote shall become an Order and binding upon written acceptance by AAGS.
- o. "Services" means all services provided by AAGS to Purchaser, including but not limited to Installation Services and Training Services, and Phone Services.
- p. "Site" shall mean the location designated by Purchaser where the Products will be installed, or training and/or Services will be provided by AAGS or its representatives.
- q. "Software" means the AAGS and third-party software programs (in object code form), firmware, microcode, and all other applications whether licensed separately or embedded in a Product and any modifications thereto or derivative works thereof delivered to Purchaser pursuant to these Terms or a Software License Agreement.
- r. "Software License" means the license rights granted herein for Purchaser's use of the Software and any other Software License Agreement entered by Purchaser and AAGS.
- s. "Software License Agreement" means an agreement entered into by and between AAGS and Purchaser for the license of any

Software.

t. "Terms" means these General Terms & Conditions.

u. "Training Services" shall mean the training services provided hereunder to Purchaser related to the Products and/or Software.

**2. Payment Terms.** Purchaser may be required to pay up to fifty percent (50%) deposit of the estimated total cost of an Order to AAGS upon submitting an Order or accepting a Quote from AAGS. Purchaser may have to pay an additional deposit in the event of a Change Order. Unless otherwise agreed to in writing by AAGS, all unpaid balances are due to AAGS net thirty (30) days from the date on an invoice. AAGS does NOT accept any "pay when paid" clauses or conditions, and payment is due to AAGS regardless of any receipt of monies from a third party. AAGS reserves the right to charge interest at a rate of 1.8% per month or the maximum legal rate, whichever is less, and a late fee in the amount of ten percent (10%) of the total price set forth in the applicable Order or Change Order on any overdue accounts or balances. AAGS also reserves the right to modify its payment terms in its sole discretion at any time. If AAGS determines (in its sole discretion) that Purchaser's financial conditions do not permit its standard payment terms, AAGS may either (a) demand that Purchaser pay a higher amount in advance, or (b) refuse Purchaser's Order and/or Quote. Purchaser shall be responsible for all costs and expenses (including attorney fees and court costs) incurred by AAGS in connection with any overdue balance. Purchaser shall not withhold any amounts due to AAGS for retention, set-offs, or back charges.

**3. Prices and Taxes.** Prices for all Products and Services provided by AAGS are according to AAGS's price list in effect at the time of acceptance of any Quote from AAGS. Prices for Products and/or Services purchased under a Quote or Order are set forth in the applicable Quote or Order. If not otherwise stated on the Quote, Quotes automatically expire and become null and void ninety (90) days after the date of such Quote Purchaser shall be charged additional fees for any expedited Services. Prices do NOT include any amounts for duties and taxes, including but not limited to U.S. and international custom duties, and U.S. taxes, Canadian taxes, international taxes, provincial taxes, state taxes, local/municipal taxes, excise taxes, goods and services taxes, sales or use taxes, Value Added Taxes (VAT), or any other similar taxes (collectively "Taxes"). Purchaser is solely responsible for paying all Taxes in effect at the time of import. If the Purchaser is exempt from any Taxes, it is the responsibility of Purchaser to notify AAGS and provide documentation evidencing such exemption. Purchaser shall be responsible for reimbursing AAGS for any and all Taxes paid by AAGS on behalf of Purchaser within seven (7) days of AAGS's demand to be reimbursed.

**4. Change Orders.** Either party may request a Change Order, but such Change Order is not deemed binding unless accepted in writing by both AAGS and Purchaser.

**5. Training.** If applicable, additional terms and conditions related to training services provided by AAGS (or its subcontractors) is contained in its Installation and Training Addendum and is incorporated herein by reference. All AAGS Products and Software require training. On-site training for the Products and Software must be completed by a AAGS technician/trainer. All warranties provided herein are null and void if Purchaser (and Purchaser's employees and contractors) does not complete training for the Products and Software purchased.

**6. Installation.** All AAGS Products must be installed by persons with current AAGS installation certification for the type of Products being installed or all warranties provided by AAGS are null and void. Prior to any installation services performed by AAGS or its contractors, Purchaser shall make sure that all doors and frames receiving AAGS Products are in compliance with all applicable laws, regulations, and ordinances.

**7. Product Specifications.** AAGS reserves the right at any time to amend and modify any and all Product Documentation, brochures, manuals, pamphlets, circulars, specifications, and instructions (collectively "Information") regarding its Products, Software, and/or Services. Any Information provided by AAGS is for reference purposes only and based on information that AAGS is aware of at the time of such Information is published. AAGS reserves the right to make any changes to the design and or specifications of its Products or Software without prior notice and without incurring any liability to incorporate said changes into any previously ordered, delivered or installed Products or Software.

**8. Discontinued Products.** AAGS cannot guarantee that discontinued Products, components, or parts will be available or in stock. Purchaser agrees that AAGS shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Products. In the event that a Product purchased by Purchaser is discontinued, Purchaser shall have the option to purchase a comparable type of Product, but increased difference in the cost of the comparable Product shall be Purchaser's responsibility.

**9. Cancellations.** Any request to cancel a Quote must be received no later than thirty (30) days prior to the initial scheduled Product ship date. All cancellations of Products are subject to a restocking charge equal to thirty percent (30%) of the invoiced price of the Products canceled. In the event that Purchaser has ordered Training Services or Installation Services for the Products and/or Software and the Purchaser has canceled such services on short notice (within ten (10) business days before the scheduled performance of services), Purchaser shall reimburse the AAGS for any costs related to the cancellation including but not limited to travel, lodging, meals, and ten percent (10%) of the labor costs set forth in an Order. Any custom, special Orders, or non-stock Products cannot be returned for any reason other than Product malfunction if under a valid warranty. No credits or refunds will be given for Products that are returned incomplete or damaged. Purchaser shall bear all risk of loss during the

shipment of items and Products returned to AAGS. Purchaser shall be solely responsible for obtaining insurance on any and all items and Products that are returned to AAGS.

**10. Shipping and Delivery.** All shipments are F.O.B. at Shipping Point. AAGS reserves the right to make, and Purchaser agrees to accept, multiple shipments to fulfill an Order. AAGS shall choose shipping method unless otherwise agreed by AAGS in writing. Purchaser is solely responsible for all freight, handling, and shipping costs. All freight, handling, and shipping costs provided by AAGS are estimates only and subject to change. Purchaser shall be fully responsible for all costs in the event it requests a certain shipping method that is not AAGS's standard method. Lead times for shipping will be provided by written request at time of Order. Notwithstanding the foregoing, AAGS is not responsible for delays in shipping not within AAGS's direct control. Purchaser is responsible for accepting and offloading products at delivery and providing for storage as detailed in 12. Storage.

**11. Failure to Accept Delivery.** If Purchaser fails to cancel a Quote as provided in Section 9. Cancellations, and does not accept delivery from AAGS at the scheduled time, the remaining purchase price owed by Purchaser shall still be due and payable in accordance to the original payment schedule, and any and all risks associated with the Products (or components thereof) to be delivered, shall be solely borne by Purchaser. All shipping and storage costs incurred by AAGS due to Purchaser's delays or failures to accept delivery shall be fully reimbursed by Purchaser.

**12. Storage.** Purchaser is solely responsible for providing a safe, climate-controlled, sheltered, and secure storage location for the Products at all times. All risk of loss during the storage of the Products (including but not limited to theft, loss, and damage) is the sole responsibility of Purchaser. Products should be stored in a secure area near an elevator to assist with installation, if possible.

**13. Software License.** Purchaser shall be required to purchase and maintain a license for all Software purchased from AAGS and/or integrated into AAGS's products. The Software may only be used and accessed at the property that it was originally purchased for. Purchaser and AAGS shall enter into a separate license agreement(s) based on the Software products that Purchaser is purchasing and using. AAGS shall retain all title, right, and interest, including all Intellectual Property Rights, in and to all of its Software and Product Documentation except for the express license rights granted to Purchaser herein. In no event may the Purchaser use the Software to establish a duplicate system at any other location. Any update, upgrade, or another release of the Software not included at the time of shipping of a Product may be subject to additional charges. Purchaser is required to promptly download, update, and upgrade all Software at its sole cost. Purchaser may be notified of Software upgrades via AAGS's Client Portal, and it is Purchaser's responsibility to continuously monitor their Client Portal Account for such upgrades. AAGS shall have no liability whatsoever to Purchaser for any damages of any kind related to updates and upgrades to Software that were not installed by Purchaser.

**14. Restrictions.** Purchaser shall not and shall not permit any third party to (a) copy, modify, or create derivative works or improvements of the Software or Product Documentation, except that Purchaser may make a reasonable number of copies of or modify the Product Documentation for its internal use at the Property authorized by AAGS; (b) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Software; (c) remove, delete or alter any trademarks, copyright notices, or other Intellectual Property Rights notices of AAGS or its licensors, if any, from the Software or Product Documentation; (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software or Product Documentation available to any person or entity; or (e) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part.

**15. Termination of License.** AAGS has the right to terminate the License upon notice to Purchaser in the event that Purchaser breaches any terms or its obligations under any agreements with AAGS, including but not limited to any Addendum.

**16. Mitigation.** If AAGS believes or it is determined that any of the Software provided to Purchaser or Purchaser's use of the Software may have violated the intellectual property rights of a third-party, AAGS may choose to either (and such choice is in AAGS's sole discretion): (a) modify the Software to be non-infringing, or (b) obtain a license to allow for Purchaser's use of the Software. If these remedies are not commercially reasonable, AAGS may end the license for the Software and require the return of such Software or the Product containing such Software and refund a pro-rated amount of license fees paid or the Product purchase price. **The remedies provided in this Section shall be the sole and exclusive remedies and the entire liability of AAGS for any actual, threatened, or alleged infringement of any rights of a third party related to the Software.** AAGS shall not be responsible for any damages whatsoever to Purchaser related to the Software if (i) Purchaser alters the Software or uses it outside the approved scope as provided herein, (ii) uses a version of the Software which is outdated, and the infringement claims could have been avoided if Purchaser used the updated Software made available to Purchaser, or (iii) Purchaser continues to use the Software after the license for such expires or is terminated. AAGS shall also not be responsible for any damages whatsoever for any portion of an infringement claim related to the Software that is based on the inclusion of any products or services not provided by AAGS.

**17. Delays and Force Majeure.** AAGS shall notify Purchaser as soon as reasonably possible of any delays in the scheduled delivery, and Purchaser agrees that AAGS cannot be held liable in any manner whatsoever for such delays. If a delay in delivery is

caused by a Force Majeure Event, the scheduled delivery date shall be extended to a reasonable date in the future agreed upon by AAGS and Purchaser based on the particular circumstances of the Force Majeure Event. Except for any payments due to AAGS, AAGS and Purchaser shall not be liable to one another for failure to perform during the duration of the Force Majeure Event. If the Force Majeure Event continues for more than 6 months from the initial scheduled shipment date, either party may cancel the Order.

**18. Title.** Ownership of the Products will remain with AAGS until the Products are shipped, and upon shipping, title will pass to Purchaser. Purchaser represents and warrants that it will ensure that the Products will be stored in a safe and secure place, and free and clear of all liens and other encumbrances until Purchaser pays for the full cost of all the Products provided by AAGS (including all applicable Taxes and shipping costs). Purchaser grants to AAGS a security interest and right to place a lien under the Uniform Commercial Code in the Products until full payment of the purchase price has been received by AAGS. Purchaser agrees to execute any documents that AAGS requests in order to perfect AAGS's security interest in the Products.

**19. Limited Warranty for Products. Any and all warranties set forth herein or in any Addenda are null and void and of no effect whatsoever if Purchaser has failed to pay the entire purchase price for any Products or Services provided by AAGS to Purchaser.** Subject to all the limitations contained in these General Terms and Conditions and any Addendum, Order, or other agreement by and between Purchaser and AAGS, AAGS warrants from the date of shipment of new Product to Purchaser for a period of one (1) year (the "Warranty Period") that new Products will materially conform to the specifications set forth in AAGS's published specifications in effect as of the date of such shipment and be free from materials defects or workmanship flaws. AAGS warrants from the date of shipment of refurbished or retrofitted Products to Purchaser for a period of ninety (90) days that refurbished or retrofitted Products will materially conform to the specifications set forth in AAGS's published specifications in effect as of the date of such shipment and be free from materials defects or workmanship flaws. Use of keycards or any components that do not conform to AAGS's specifications shall void the warranty for all Products. Third-party products sold or licensed by AAGS are only warranted to the extent provided by the original manufacturer's warranty. It is Purchaser's sole responsibility to make all warranty claims with third parties. All warranty claims related to AAGS's Products and Services will be reviewed and determined in AAGS's sole discretion. Purchaser's failure to notify AAGS in writing of a defect within the Warranty Period shall be a waiver of Purchaser's right to have the malfunction or damage remedied. If a warranty claim is made within the Warranty Period by Purchaser and AAGS determines in its sole and absolute discretion that such claims are valid, AAGS will (in its sole and absolute discretion) either repair, exchange or replace the defective Products if the defective Products are returned completely to AAGS during the Warranty Period. This warranty is conditioned upon (a) the products being repaired or altered only by AAGS authorized personnel, (b) no unauthorized components having been incorporated into any Product, (c) no Force Majeure Event having occurred causing, in whole or in part, a failure of the Product (d) the Products being operated and maintained properly by Purchaser, (e) the Products having been originally installed only by AAGS authorized personnel and (f) all updates and upgrades communicated as being available from AAGS (i) have been incorporated into the Products and (ii) all charges, if any, for such updates or upgrades have been paid. To the extent and any warranties cannot be disclaimed, the implied warranties are limited to the Warranty Period. **Incidental, consequential, and punitive damages are excluded from our warranty. EXCEPT FOR THE WARRANTY SET FORTH IN THESE TERMS, AAGS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY, (2) WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Also specifically excluded from AAGS's warranty is negligence, normal wear and tear from use, damage due to heat if the locks are installed on the exterior of the building, misuse, use of parts or components not approved by AAGS (including but not limited to keys and keycards), Force Majeure Events, repairs or alternations carried out by anyone other than AAGS, improper installation, operation and maintenance, vandalism or physical abuse, improper shipment of the Product, training services provided by AAGS, parts or components provided by Purchaser, faulty or defective Product operation caused by unforeseeable or unusual use or condition, and fire or fire-fighting appliances and any other causes other than normal use. This limited warranty extends only to the original Purchaser of the Products.

**20. Limited Warranty for Software. UNLESS SPECIFICALLY AGREED TO IN WRITING BY AAGS, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING PURCHASER'S REQUIREMENTS, NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPATIBILITY OR INTEROPERABILITY WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY AAGS, SATISFACTORY QUALITY, OR FREEDOM FROM INTERRUPTION OR ERROR, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AAGS DISCLAIMS ANY WARRANTY, REPRESENTATION, OR ASSURANCE THAT THE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. ANY SOFTWARE LICENSED OR PROVIDED ARE FURNISHED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.**

- 21. Limited Warranty for Services.** Subject to the limitations herein, AAGS warrants that any Services provided hereunder shall be performed in a professional and workmanlike manner in accordance with generally accepted industry practices. This warranty is valid for a period of thirty (30) days from performance. This limited warranty extends only to the original Purchaser of the Services.
- 22. Warranty Repairs.** AAGS shall not be required to perform any warranty repairs of the Products at a specific Site. Purchaser shall be responsible for removing and reinstalling all the parts or components of the Products returned to AAGS for repair under the applicable warranty.
- 23. Limitation of Liability.** Subject to the liability limitations in Section 16 Mitigation, the total liability for AAGS for any and all claims or damages of any kind, whether in contract, liability or otherwise, arising out of, related, connected with, or resulting from the Products, Services, Software, or AAGS's performance or breach of these Terms or Services shall not exceed more than ten percent (10%) of the total purchase price paid by Purchaser to AAGS for Products or Services. **AAGS shall under no circumstance be liable for any loss profits or revenues, costs of delay, costs of delays in shipping, business interruption, loss of use of Product or other Product software, system or facility, loss of data or information, loss of productivity, COSTS OF SUBSTITUTE SYSTEMS, downtime Costs, incidental, special, exemplary, pUNITIVE, or consequential damages, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF aaGS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.**
- 24. Variance.** Any claims that the quantity or description of Products delivered do not conform with an Order are waived unless the Purchaser notifies AAGS in writing within two (2) days of Purchaser's (or Purchaser's affiliates or contractors) receipt of the Products.
- 25. Confidentiality.** Purchaser shall not disclose any Confidential Information (defined below) to any third party unless agreed to in writing by AAGS prior to such disclosure. As used herein "Confidential Information" shall mean all terms contained herein and in a Quote or Order, pricing information, the Software, Services, Software License, all Intellectual Property (including but not limited to all copyrights, trademarks, service marks, and patents) owned or licensed by AAGS, Product Documentation, Information, trade secrets, technical and design information, specifications, source and object code, computer programs, firmware, algorithms, command codes, protocols, encryption information, data format information, security models, hardware and components, inventions, manner of installation, operation and documentation, know-how, business operations, plans, strategies, customer lists, and other non-public information disclosed to Purchaser by AAGS. Purchaser agrees shall not use the Confidential Information for any purpose other than the purposes pursuant to the terms set forth herein. Access to such Confidential Information shall be limited solely to employees, agents or representatives who have a strict need to know such Confidential Information, and who are subject to confidentiality agreements with the Purchaser. The Purchaser is responsible for its officers, agents, employees, representatives, contractors, and any other individuals with whom it has shared the Confidential Information. Purchaser shall promptly report to AAGS in writing any actual or suspected violation of the terms of this Section and shall take all reasonable steps to prevent, control, or remedy such violation. If Purchaser is required by law to disclose any Confidential Information, Purchaser shall promptly and prior to such disclosure, notify AAGS in writing of such requirement to enable AAGS to seek a protective order or another remedy, and assist AAGS with opposing such disclosure or seeking a protective order on the disclosure. If an actual or threatened breach of this Section occurs, Purchaser understands and agrees
- 26. Injunctive Relief.** Upon a breach or threatened breach of the prohibitions upon disclosure contained in Section 25, the parties agree that there is no adequate remedy at law for such breach, and AAGS shall be entitled to seek injunctive relief restraining Purchaser from such breach or threatened breach, but such relief shall not be the exclusive remedy for a breach of these Terms. The parties further agree that AAGS, without limitation, may seek injunctive relief to enforce the obligations of the Purchaser under these Terms.
- 27. Indemnification.** Purchaser shall indemnify, defend, and hold harmless AAGS, its Affiliates, subsidiaries, parents, officers, owners, shareholders, directors, agents, representatives, employees, contractors, and any claiming by or through them, from any and all claims, losses, demands, damages, lawsuits, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising from, relating to (a) a breach of any obligations under this these Terms; (b) breach of its confidentiality obligations; (b) any negligent, gross negligence, or wilful misconduct of Purchaser (including Purchaser's Affiliates, subsidiaries, employees, and contractors); or (c) infringement of any third party's intellectual property rights.
- 28. Effective Date and Term.** These Terms are effective as of the date below (the "Effective Date") and remain in effect unless terminated as provided herein.
- 29. Termination.** Either party may terminate these Terms and any Addendum, effective immediately upon written notice to the other party, if:
- The other party provides sixty (60) days written notification of its desire to terminate these Terms;
  - the other party materially breaches these Terms and such breach (i) is incapable of cure, or (ii) being capable of cure, and remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or

c. the other party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**30. Termination of Addenda.** Each party may terminate any particular Addendum according to the termination clause therein permitting such termination, provided that the remainder of the Terms (including any other Addenda) shall remain in full force and effect in accordance with their terms.

**31. Effect of Termination.** Upon termination of these Terms, all Confidential Information and any copies of Confidential Information shall be immediately returned to AAGS, or if AAGS requests instead, destroyed and certified by Purchaser that it has been destroyed. Any unpaid amounts due to AAGS shall become immediately due and payable. The termination of these Terms will not prejudice or terminate any other right or remedy that accrued prior to the date of the termination or relieve Purchaser's obligation to pay AAGS any unpaid amounts due to AAGS.

**32. Marketing.** Neither party will issue any publicity releases or make public statements (whether in the form of an interview, article, publication, new release, advertising or solicitation materials, social media or blog posting) related to these Terms or any Quotes, Orders, Addenda, Products, Software, and/or Services without the prior written approval (which such approval will not be unreasonably withheld) of both parties in each instance. Unless agreed to otherwise in writing by AAGS and Purchaser, notwithstanding the foregoing, AAGS may publish a list of customers on its website, permission for which is granted as of the Effective Date of this Agreement.

**33. Waiver of Jury Trial.** EACH OF THE AAGS AND PURCHASER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, PRODUCTS, SERVICES, AND/OR SOFTWARE.

**34. Non-disparagement Clause.** Purchaser acknowledges and agrees that the Purchaser (and its officers, directors, affiliates, subsidiaries, employees, and contractors) will not defame or criticize the services, business, integrity, veracity, or personal or professional reputation of AAGS or any of its directors, officers, employees, affiliates, or agents of any of the foregoing in either a professional or personal manner.

**35. Assignment.** AAGS may assign these Terms in whole or in part to any parent, subsidiary, or Affiliate. Purchaser may assign these Terms and its obligations under these Terms only with the prior written approval of AAGS.

**36. Applicable Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws rules. The venue for any dispute between Purchaser and AAGS shall be Dallas County, Texas.

**37. Modifications.** These Terms cannot be modified, amended, or supplemented without the written approval of both Purchaser and AAGS.

**38. No Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**39. Entire Agreement.** These Terms, together any other documents incorporated herein by reference and all related Orders, Quotes, Addenda, exhibits, and schedules, constitutes the sole and entire agreement of the parties to these Terms with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**40. Conflicts.** In the event there is a conflict between these Terms and any Addendum, the terms of such Addendum shall govern with respect to the subject matter of the Addendum only. In the event there is a conflict between these Terms and any Quote or Order, these Terms shall govern. In the event there is a conflict between these Terms and a Software License Agreement, the terms of the Software License Agreement shall govern.

**41. No Third-Party Beneficiaries.** Nothing in these Terms, expressed or implied, is intended or shall be construed to confer upon any entity or person, other than AAGS and Purchaser (and their successors and assigns), any right, remedy, or claim by reason of these Terms. All right, remedies and claims herein are exclusive to AAGS and Purchaser.

**42. Severability.** In the event any one or more of the provision of this General Terms and Conditions is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions will be unimpaired and enforced to the full extent.

**43. Independent Contractor.** The relationship between the AAGS and Purchaser is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or another form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**44. Subcontractors.** AAGS may carry out its obligations under these Terms through any agents or subcontractors

appointed by it in its absolute discretion for that purpose.

**45. Notice.** Any notice, request, demand or other communication required or permitted hereunder shall be sufficiently given only if in writing and only if delivered by hand or sent by registered mail (or its equivalent), courier, email or facsimile addressed to the other party at the address set out below or to such other person or address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications shall be deemed delivered and effective: (i) upon the date of receipt if delivered by hand, registered mail (or its equivalent) or courier; or (ii) on the date of confirmation of receipt by answer-back from the Party to whom the notice, request, demand or other communication was given, in the case of email or facsimile:

**If to AAGS:**

ASSA ABLOY Global Solutions, Inc.

ATTN: Legal

631 International Parkway

Suite 100

Richardson, TX 75081

Email: [hospitality.legal@assaabloy.com](mailto:hospitality.legal@assaabloy.com)

**If to Purchaser:** the address provided in the Order, Quote, or Change Order

**46. Execution.** Each party may execute these Terms electronically and in multiple counterparts, each of which will be an original, but together shall constitute one agreement. The parties agree that a facsimile or digital (scanned) copy of these Terms will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of these Terms to bind the other.

**47. Survival.** The provisions of Sections 13, 14, 16, 19, 20, 21, 22, 23, 25, 26, 27, 32, 33, and 34 shall survive the termination of these Terms and/or any Addendum.

By executing below, Purchaser and AAGS agree to all of the terms and conditions set forth in these Terms.

**PURCHASER**

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_