



## BUSINESS CUSTOMER TERMS OF SERVICE

Last modified: December 10, 2025

These Business Customer Terms of Service ("**Agreement**") constitute a binding agreement between you ("**Customer**" or "**you**") and KoreLock, Inc. ("**KoreLock**" or "**us**" or "**we**" or "**our**"), with respect to your access to and use of our Platform (defined below), including our online platform, application programming interfaces, applications, and the content, functionality, and services made available to you on or through the Platform. If you are accepting this Agreement or accessing or using the Platform on behalf of an entity, you represent and warrant that you have the authority to bind such entity to this Agreement, and you agree on behalf of such entity to be bound by this Agreement (and for clarity, all other references to "you" or "Customer" in this Agreement refers to such entity).

**BY ACCESSING, DOWNLOADING, OR USING THE PLATFORM YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND ACKNOWLEDGE THIS AGREEMENT AND OUR [PRIVACY NOTICE](#), WHICH IS INCORPORATED HEREIN BY REFERENCE; (B) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (C) REPRESENT AND WARRANT THAT YOU ARE HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE PLATFORM.**

**THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE, AT OUR OPTION, IN ARBITRATION OR, IF WE ELECT NOT TO ARBITRATE, WITH A JUDGE AND ON AN INDIVIDUAL BASIS AND NOT AS PART OF A CLASS ACTION. MORE INFORMATION ABOUT ARBITRATION AND THE JURY AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 15.**

This Agreement includes and incorporates the following terms and conditions based on your use and/or purchase of specific products or services:

- General Platform Terms and Conditions (below)
- Terms for Branded Offerings (defined below)
- Customer API Agreement (defined below)
- Quote (defined below)

Customer may purchase KoreLock products and services pursuant to a Quote. The terms of any Quote and attachment to this Agreement are in addition to the terms of the body of this Agreement and do not supersede or replace the terms of the body of this Agreement unless the Quote or attachment specifically references the inconsistency and states that the terms thereof shall control in lieu of the specifically referenced inconsistency.

### GENERAL PLATFORM TERMS AND CONDITIONS

KoreLock provides a Platform to allow its business customers to access and control smart locks and related services, content, data, and offerings. These General Platform Terms and Conditions apply to your use of the Platform.

**1. DEFINITIONS.** Terms not otherwise defined in this Agreement shall have the meaning set forth below.

- a. "**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use some or all of the Platform.
- b. "**Aggregated Data**" means data and information related to use of the Platform that is used by KoreLock in an aggregate and anonymized manner, including to compile statistical and

performance information related to the provision and operation of the Platform. Aggregated Data does not include personally identifiable information.

- c. **"API Services"** means (i) the application programming interfaces made available to Customer by KoreLock to enable third-party software integrations; and (ii) the hosting, data storage, data transfer, and ongoing updates, monitoring, maintenance, and support associated with such application programming interfaces.
- d. **"Branded Offering Services"** means the customization services and the hosting, data storage, data transfer, and ongoing updates, monitoring, and maintenance associated with Branded Offerings.
- e. **"Branded Offerings"** means the website or mobile, online, or other software applications and platforms made available by KoreLock and customized with Customer's logo, trademarks, service marks, or other branding or customizations by KoreLock for Customer and its end users' use with smart locks.
- f. **"Customer API Agreement"** means the terms set forth in the attached Attachment B, which is hereby incorporated by this reference, or if applicable, the separate written Customer API Agreement executed by Customer and KoreLock that specifically states that it shall replace the terms set forth in Attachment B.
- g. **"Customer Content"** has the meaning set forth in Attachment A.
- h. **"Customer End User(s)"** means Customer's customers and end users who use the Branded Offerings and/or smart locks.
- i. **"Customer Platform Data"** means, other than Aggregated Data, information, data, Customer Content, and other content, in any form or medium, that is submitted to, posted on, or otherwise transmitted by you through your access to and use of the Platform.
- j. **"Documentation"** means any instructions, user manuals, handbooks, and guides provided by KoreLock to Customer either electronically or in hard copy form.
- k. **"Law(s)"** or **"law(s)"** means all applicable international, national, federal, state, local, or other industry or governmental authority laws, ordinances, regulations, rules, codes, orders (including executive orders), statutes, standards, treaties, common laws, judgments, awards, decrees, other requirements or rules of law.
- l. **"Platform"** means KoreLock's website, online software-as-a-service platforms, mobile and cloud applications, and the content (including KoreLock Content, as defined herein), functionality, services, and application programming interfaces (including the API and Licensed Materials, both defined in Attachment B) made available to you on or through such website, online platform, and/or applications, including any updates, modifications, enhancements, or new versions thereto, any Documentation, assessments, tools, or other content made available or provided by KoreLock, and KoreLock's Branded Offering Services and API Services.
- m. **"Quote"** means any online or hard copy KoreLock Quotation form executed by Customer, or an invoice sent to Customer by KoreLock in response to Customer's creation of an account or request on the Platform.
- n. **"Terms for Branded Offerings"** the terms set forth in the attached Attachment A, which is hereby incorporated by this reference.

## 2. ACCESS AND USE OF PLATFORM.

- a. Access; Use. Subject to and conditioned upon Customer's compliance with this Agreement, KoreLock hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to (a) access and use the Platform for the purpose of using the features and functionality of the Platform, and (b) download and install the mobile versions or other downloadable components of the Platform on mobile devices owned or otherwise controlled by you, solely in accordance with the terms and conditions herein. You agree to provide true, accurate, current, and complete information as prompted by the Platform, and you are responsible for keeping such information up to date. Access to and use of certain portions of the Platform may require you to register for an account and access the Platform using Access Credentials. You are responsible and liable for your use of the Platform and for all acts and omissions of your employees, agents, contractors, subcontractors, and other representatives, and you are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. Without limiting the generality of the foregoing, you are responsible for any access or use of the Platform through your Access Credentials. You are responsible for maintaining the confidentiality of your account information, including your Access Credentials. You agree to immediately notify KoreLock of any unauthorized use of your account or Access Credentials or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your Access Credentials.
- b. Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Any use of the Platform not expressly permitted under the terms of this Agreement is expressly prohibited. You agree not to: (i) collect information from the Platform using an automated software tool or manually on a mass basis; (ii) use automated means to access the Platform, or gain unauthorized access to the Platform or to any account or computer system connected to the Platform; (iii) obtain, or attempt to obtain, access to areas of the Platform or our systems that are not intended for access by you; (iv) "flood" the Platform with requests or otherwise overburden, disrupt, or harm the Platform or our systems; (v) restrict or inhibit other users from accessing or using the Platform; (vi) modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Platform or the KoreLock Content; (vii) access or use the Platform or KoreLock Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein; (viii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform; (ix) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof; (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, retransmit, or otherwise make available the Platform or any features or functionality of the Platform to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time, except that you may invite others to download the mobile application; (xi) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, rate limits, or security features in or protecting the Platform; (xii) merge, integrate, or incorporate the Platform or any portion thereof with other software without the express written permission of KoreLock; (xiii) monitor the availability, performance, or functionality of the Platform for benchmarking or competitive purposes or publicly disseminate information regarding the performance of the Platform; (xiv) post or transmit into the Platform, or create, transmit, display, or make otherwise available any information, content, or software that violates applicable laws, is offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, defamatory, hateful, or contains viruses, worms, malware, Trojan horses, and other destructive or harmful codes; or (xv) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates or invades any intellectual property, privacy, or other right of any person. For the avoidance of doubt, the Platform and KoreLock Content may not be reproduced, duplicated, copied, sold, resold, reverse-engineered, or otherwise exploited for any commercial purpose without our prior written authorization, except as follows: (A) your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials, (B) to

the extent that we provide desktop, mobile, or other applications for download as part of the Platform, you may download a single copy to your computer or mobile device. You agree to use Documentation, if any, only in conjunction with your use of the Platform. You agree that you shall not use, and shall not permit any of your employees, agents, contractors, subcontractors, or other representatives to use, the Platform to build or benchmark a competitive product, software, or service or copy any features, functions or graphics of the Platform or Documentation.

- c. **Suspension.** Notwithstanding anything to the contrary in this Agreement, KoreLock may suspend Customer's access to any portion or all of the Platform: (i) if KoreLock reasonably determines (A) that there is a threat or attack on any of the Platform, (B) that your use of the Platform disrupts or poses a security risk to the Platform or to any other user of the Platform, (C) that you are using the Platform in breach of this Agreement or for fraudulent or illegal activities, (D) that the provision of the Platform is prohibited by applicable law, or (E) that suspension is otherwise reasonably necessary or prudent in KoreLock's sole discretion; or (ii) if you fail to make payment when due as further provided herein (any such suspension described in subclauses (i) or (ii), a "Platform Suspension"). KoreLock may, in its sole discretion, resume providing access to the Platform after the event giving rise to the Platform Suspension is cured. KoreLock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Platform Suspension.
- d. **Aggregated Data.** Subject to the terms and conditions provided herein, KoreLock may monitor your use of the Platform and collect and compile Aggregated Data based on your use of and interaction with the Platform. As between KoreLock and Customer, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belongs to and is retained solely by KoreLock. You agree that KoreLock may use and make Aggregated Data available to third parties solely in compliance with applicable law, provided that such Aggregated Data does not contain any personal data or other information that could identify Customer or any particular individual.

### **3. TERM AND TERMINATION.**

- a. **Term.** This Agreement shall commence as of the earlier of (i) your first access to and use of the Platform, or (ii) the date of execution of a Quote that includes Branded Offerings or API Services. The duration of this Agreement will continue in full force and effect until the date that you cease to use the Platform, return or destroy all Documentation, and no longer receive any Branded Offerings Services or API Services (the "Term").
- b. **Termination Effect.** Upon termination, all rights granted to you under this Agreement will terminate, and you must cease all use of the Platform and delete all copies of the Platform and Documentation. Termination will not entitle you to any refund or affect your obligation to pay all fees that may have accrued or become due before termination.
- c. **Survival.** Termination will not limit any of KoreLock's rights or remedies at law or in equity. Without limiting the foregoing, the following rights and obligations shall survive termination of this Agreement: (i) Customer's representations and warranties, indemnification obligations, and use restrictions; (ii) KoreLock's limitation of liability, disclaimer of warranties, and intellectual property rights; and (iii) any other right or obligation of the parties in this Agreement that, by its nature, should survive termination of this Agreement.

### **4. FEES AND PAYMENT.**

- a. **Fees; Taxes.** Customer shall pay KoreLock all fees and expenses set forth in the applicable Quote in accordance with all terms and conditions of such Quote. Customer shall be responsible for all applicable taxes as set forth in the applicable Quote. Unless otherwise expressly set forth in the applicable Quote, all payments made to KoreLock are non-refundable.

- b. Failure to Pay. You agree that KoreLock may suspend or cancel your access to and use of the Platform or certain services if you do not timely pay all amounts due. In addition to any other available remedy, if KoreLock determines that Access Credentials are being shared with third parties to gain unauthorized access to purchased Platform in violation of this Agreement, then KoreLock may charge additional fees for such unauthorized use.

## 5. SUPPORT AND MAINTENANCE.

- a. Features and Modifications. The inclusion, exclusion, and continued support for, any feature, functionality, module in, or release of, the Platform is within the sole and absolute discretion of KoreLock. KoreLock retains the absolute right to modify, discontinue, delete, or restrict any aspect or feature of the Platform without any liability or obligation to the Customer.
- b. Platform Availability. Unless expressly stated in a Quote, KoreLock does not warrant any particular level of availability for the Platform. Although we work hard to provide quality Platform, you understand and acknowledge that we cannot promise or guarantee specific results from using the Platform. Customer acknowledges and agrees that KoreLock has no control over downtime or interruptions arising out of or resulting from: (i) acts or omissions by Customer, or any other access to or use of Customer's Access Credentials that does not strictly comply with this Agreement; (ii) Internet connectivity; (iii) failure, interruption, outage, or other problems with any software, hardware, system, network, facility, or third party services; (iv) scheduled downtime or maintenance; or (v) disabling, suspension, or termination of the Platform pursuant to the terms of this Agreement.
- c. Support. Customer is responsible for all communications and support for its Customer End Users. KoreLock may provide additional support and maintenance as set forth in the applicable Quote.
- d. Platform Updates. KoreLock may from time to time in its sole discretion develop and provide Platform updates, which may include upgrades, bug fixes, patches, other error corrections, or new features (collectively, including related documentation, "Platform Updates"). Platform Updates may also modify or delete in their entirety certain features and functionality. You agree that KoreLock has no obligation to provide any Platform Updates or to continue to provide or enable any particular features or functionality.

## 6. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.

- a. Platform and Aggregated Data Ownership. Customer acknowledges that, as between Customer and KoreLock, KoreLock owns all right, title, and interest, including all intellectual property rights, in and to the Platform and Aggregated Data. Customer has no right, license, or authorization with respect to any of the Platform or Aggregated Data except as expressly set forth in this Agreement. All other rights are expressly reserved by KoreLock. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to KoreLock an assignment of any right, title, and interest (that Customer may have or later obtain, by operation of law or otherwise) in or to the Aggregated Data or any Platform derivative works created under or in connection with this Agreement, including all intellectual property rights relating thereto. To the extent that such Customer right, title, or interest cannot be assigned to KoreLock, Customer hereby grants to KoreLock a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the Aggregated Data and Platform derivative works. Customer shall cooperate and take such actions or provide such assurances, at no cost to KoreLock, as may be necessary to give full effect to this Agreement.
- b. KoreLock Content. This Platform contains information proprietary to KoreLock and its business partners and Customers ("**KoreLock Content**") including but not limited to (i) the Platform's look and feel, embodied know-how, ideas, concepts, videos, designs, images, and other content, including but not limited to the all information, software, text, displays, images, video, and audio,



and the design, selection, and arrangement thereof; and (ii) information and data related to KoreLock, its business partners, and its or their customers. You acknowledge that the KoreLock Content may be treated as confidential by KoreLock, its business partners, and customers, and you agree to take all reasonable measures to protect the confidentiality of the KoreLock Content. The Platform and its entire contents, features, and functionality (including but not limited to KoreLock Content), excluding your Customer Platform Data and Customer Content (if any), is owned by the KoreLock, its licensors, or other providers of such material and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

- c. Customer Platform Data. All Customer Platform Data provided in connection with the API Services or the Licensed Materials (defined in the Customer API Agreement) is Customer Data (as further defined and discussed in the Customer API Agreement) and shall be handled in accordance with the terms of the Customer API Agreement. KoreLock acknowledges that, as between KoreLock and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Platform Data. Customer hereby grants to KoreLock all such rights and permissions in or relating to Customer Platform Data as are necessary or useful to KoreLock for its internal purposes and performance of this Agreement. Further, Customer hereby grants to KoreLock a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Platform Data and perform all acts with respect to the Customer Platform Data as may be necessary for KoreLock to provide the Platform to Customer and to help KoreLock improve the Platform, including updating and maintaining Customer's data, addressing errors or service interruptions, and enhancing the types of data and services KoreLock may provide. You are responsible for all Customer End User data and information that you provide to KoreLock or that we process for you or at your direction, and it is your responsibility to provide all notices required by applicable law to your Customer End Users with respect to such activities and the rights that your Customer End Users have with respect to their data and information that we process for you. Personal Data (as defined in the Customer API Agreement) and the processing and handling of Personal Data is further addressed in the Customer API Agreement.
- d. Feedback. If Customer or any of its employees, agents, contractors, subcontractors, or other representatives sends or transmits any communications or materials to KoreLock by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), KoreLock is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to KoreLock on Customer's behalf, and on behalf of its employees, agents, contractors, subcontractors, and other representatives, all right, title, and interest in and to such Feedback, and KoreLock is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever; provided, however, that KoreLock is not required to use any Feedback. To the extent that such right, title, or interest cannot be assigned to KoreLock, Customer hereby grants to KoreLock on Customer's behalf, and on behalf of its employees, agents, contractors, subcontractors, and other representatives, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit, and use Feedback for any purpose. Customer shall cooperate and take such actions or provide such assurances, at no cost to KoreLock, as may be necessary to give full effect to this Agreement.
- e. KoreLock Marks. All KoreLock trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship ("**KoreLock Marks**"), and all associated goodwill and intellectual property rights therein, are the property of KoreLock. Except as permitted herein, Customer shall not use KoreLock Marks without prior written consent from KoreLock. Further, Customer shall not remove, delete, alter, or obscure any KoreLock Marks, specifications,

warranties, or disclaimers, or any copyright, patent, or other intellectual property or proprietary rights notices from any Platform, including any copy thereof.

- f. No Warranty for Third-Party Infringement; Third-Party Content. The Platform may display, include, or make available third-party content (including data, information, applications, and other products, services, or materials) or provide links to third-party websites or services ("**Third-Party Content**"). You acknowledge and agree that KoreLock is not responsible for Third-Party Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. KoreLock does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Content. Third-Party Content and links thereto are provided solely as a convenience to you. Your access to and use of such Third-Party Content and links is entirely at your own risk and subject to such third parties' terms and conditions. You are solely responsible for any fees or costs associated with your use of Third-Party Content, and you agree to remit payment to such third parties pursuant to such third parties' terms and conditions, if and as applicable.

## 7. YOUR INFORMATION AND DATA.

- a. Collection and Use of Your Information. All information we collect through or in connection with the Platform is subject to our [PRIVACY NOTICE](#). You may be required to provide certain information about yourself as a condition to accessing or using the Platform or some of its features or functionality. By accessing, using, and providing information to or through the Platform, you consent to all actions taken by us with respect to your information in compliance with our [PRIVACY NOTICE](#).
- b. Right to Provide Data. Customer represents and warrants to KoreLock that it has the right to provide and use all Customer Platform Data that it provides in connection with the Platform. KoreLock will handle and process Customer Data (defined in the Customer API Agreement) in accordance with the Customer API Agreement.
- c. Compliance with Law. It is Customer's sole obligation and responsibility for its compliance with all laws, rules, and other requirements, including with respect to Customer Platform Data. Customer represents, warrants, and covenants that it shall comply with all laws, or other requirements, judgments, or determinations of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction. Customer shall be solely liable for its violation of any of the foregoing.
- d. Data Loss or Damage. KoreLock is not responsible for any loss or damage to the Customer Platform Data. You hereby waive and release KoreLock from any claim, loss, or damages arising out of or resulting from Customer Platform Data loss or damage.
- e. Copyright Infringement. The Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If you believe that your work, or the work of a third party for whom you are authorized to act, is featured on the Platform or has been otherwise copied and made available on the Platform in a manner that constitutes copyright infringement, please notify us by providing the following information in writing: (i) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; (ii) identification and a description of the copyrighted work that you claim has been infringed or, if the claim involves multiple works on the website, a representative list of such works; (iii) a sufficiently precise description of where the material that you claim is infringing is located on the Platform (including the URL, title and/or item number if applicable, or other identifying characteristics) so that we are able to locate it; (iv) your contact information, including your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; (v) a

written statement by you that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Your statement must be addressed as follows:

**KoreLock Copyright Agent**

7100 E. Bellevue Ave. Suite 203  
Greenwood Village, CO 80111

Any notice by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA may not be effective and shall not be considered sufficient notice to confer actual knowledge upon KoreLock of the facts or circumstances of such allegedly infringing material. We have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

8. **CONFIDENTIALITY.** All information furnished to Customer by KoreLock, whether orally or by means of written material, pursuant to this Agreement or through the Platform, that is marked "confidential" or which would reasonably be understood to be confidential, including trade secrets, customers, business plans, forecasts, operations, records, finances, assets, intellectual property, technology, supplier information, notes, data or other information that relate to the research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which KoreLock's existing or future products, services, applications, and methods of operations or doing business are developed, conducted, or operated, and all information or materials derived therefrom or based thereon as may be prepared by KoreLock ("**Platform Confidential Information**"): (a) shall be deemed proprietary and shall be held by Customer in strict confidence; (b) shall not be disclosed, revealed, or shared by Customer with any other person, except those individuals or entities specifically authorized by KoreLock in advance; and (c) shall not be used by Customer other than for purposes of Customer's use of the Platform as authorized by this Agreement. All Platform Confidential Information provided to Customer by KoreLock is and at all times shall remain the exclusive property of KoreLock. Customer shall promptly return or destroy all such material and any copies thereof to KoreLock upon KoreLock's request, and in any event shall be returned or destroyed by Customer within 30 days of notice of termination of this Agreement. If Customer should receive any legal request in any form seeking disclosure of Platform Confidential Information, then Customer shall provide KoreLock with prompt notice of such request so that KoreLock may seek take action to protect the Platform Confidential Information from disclosure. In any event, Customer agrees to furnish only that portion of the Platform Confidential Information which is legally required to be furnished. KoreLock shall be entitled to equitable relief without posting bond, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or in equity as a result of a breach of this Section.
9. **DISSATISFACTION.** If you are unsatisfied with the Platform or a change to the terms of this Agreement, your sole remedy is to terminate this Agreement. We may terminate this Agreement, in whole or with respect to a specific service, with or without cause, at any time immediately upon our disabling your Access Credentials or otherwise terminating your access to and use of the Platform. After the termination of this Agreement or a service, you are not authorized to access or use the Platform, and you shall cease all such access and use. If you nonetheless access or use the Platform in spite of termination of the Agreement or service, your use of, or access to, the Platform will be subject to the version of the Agreement then in effect as to all current users.
10. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and, at KoreLock's option, defend, KoreLock and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to: (a) your acts, omissions in connection with this Agreement or your breach thereof;



(b) your use or misuse of, and your acts or omissions in connection with, the Platform or any Third-Party Content; (c) your Customer Platform Data, Customer Content, or any use thereof in accordance with this Agreement, including any alleged or actual infringement, misappropriation, or other violation of a third party's right, including intellectual property rights; and (d) your violation of any applicable law, including but not limited to any applicable privacy or data protection laws, rules, and regulations worldwide. If KoreLock becomes subject to any such claim, KoreLock shall provide Customer with: (i) prompt written notice of any such claim; provided, however, that Customer shall not be relieved of any indemnification obligation except to the extent it is materially prejudiced as a result of KoreLock's failure to provide notice; and (ii) reasonable assistance to defend or settle such claim at Customer's expense. Customer shall not agree to any settlement or compromise that results in any admission on the part of KoreLock, or imposes any obligation or liability on KoreLock, without KoreLock's prior written consent. KoreLock shall have the right to participate in the defense and settlement negotiations of such claim through its own counsel at its own expense.

## **11. WARRANTY DISCLAIMERS; WAIVER.**

- a. USE OF THE PLATFORM DOES NOT GUARANTEE COMPLIANCE WITH ANY LAW (AS DEFINED HEREIN), GUIDELINES, POLICIES, OR REGULATORY, INDUSTRY, OR ORGANIZATION STANDARDS. KORELOCK MAKES NO GUARANTEE OF THE ACCURACY, RELIABILITY, OR AVAILABILITY OF THE PLATFORM, AND KORELOCK SHALL NOT BE LIABLE TO YOU FOR ANY ERRORS, INACCURACIES, FAILURES, RELIABILITY, OR LIMITATIONS IN THE PLATFORM OR OTHER SERVICES. THE PLATFORM AND OTHER INFORMATION, DATA, AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KORELOCK, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, KORELOCK PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM, OR RESULTS OF USE THEREOF, WILL MEET YOUR ANY OTHER PERSON'S REQUIREMENTS; ACHIEVE ANY INTENDED RESULTS; BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, BROWSERS, OR SERVICES; OPERATE WITHOUT INTERRUPTION; MEET ANY PERFORMANCE, RELIABILITY, OR INDUSTRY STANDARDS OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE; OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. CUSTOMER HEREBY IRREVOCABLY WAIVES ANY AND ALL CLAIMS BASED ON OR RELATED TO THE FOREGOING. YOU ACKNOWLEDGE THAT YOU AND NOT THE KORELOCK ARE SOLELY RESPONSIBLE FOR YOUR USE AND ACTS RELATED TO THE PLATFORM.
- b. THE PLATFORM CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING BURGLARIES. KORELOCK MAKES NO GUARANTEE OR WARRANTY THAT THE PLATFORM WILL DETECT OR AVERT SUCH INCIDENTS. YOU RELEASE, WAIVE, DISCHARGE, AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST KORELOCK FOR LOSS, DAMAGE, OR INJURY RELATING IN ANY WAY TO THE PLATFORM. THE PLATFORM IS NOT AN ACTUAL DOOR LOCK AND IS NOT CERTIFIED BY ANY ORGANIZATION AS A DOOR LOCK. THE PLATFORM IS AN ONLINE PLATFORM, APPLICATION, AND RELATED SERVICES AND CONTENT FOR A DOOR LOCK. MOBILE APPLICATIONS MUST BE CORRECTLY INSTALLED AND USED WITH A CERTIFIED DOOR LOCK THAT IS OPERATING IN GOOD CONDITION. YOU ASSUME ALL RISK ASSOCIATED WITH THE SUITABILITY, INSTALLATION, AND PERFORMANCE OF THE DOOR LOCK AND OTHER THIRD-PARTY COMPONENTS, HARDWARE, SOFTWARE, AND SERVICES THAT YOU SELECT.

- c. YOU ACKNOWLEDGE THAT THE PLATFORM (I) IS NOT INTENDED OR CERTIFIED FOR EMERGENCY NOTIFICATION OR RESPONSE, AND (II) IS NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. KORELOCK DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL HAVE NO OBLIGATION TO DISPATCH OR CAUSE TO BE DISPATCHED EMERGENCY AUTHORITIES TO THE LOCATION THE DOOR LOCK IS INSTALLED OR ANY OTHER LOCATION IN THE EVENT OF AN EMERGENCY. THE PLATFORM IS NOT INTENDED FOR USE AS A LIFE-SAVING SOLUTION FOR PERSONS AT RISK AT THE LOCATION WHERE THE DOOR LOCK IS INSTALLED OR OTHERWISE. YOU SHALL NOT USE OR RELY ON THE PLATFORM FOR ANY SUCH EMERGENCY OR LIFE-SAVING PURPOSE, AND ANY SUCH EMERGENCY EVENTS SHOULD BE DIRECTED TO THE APPROPRIATE RESPONSE SERVICES.
- d. THE USE OF THE PLATFORM OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PART OR PARTS OF THE PLATFORM INCLUDING THE KORELOCK CONTENT THROUGH THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK, AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE PLATFORM, INCLUDING ANY FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES, OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT PLATFORM SHALL ALSO BE SUBJECT TO THIS AGREEMENT.

## **12. LIMITATION OF LIABILITY.**

- a. IN NO EVENT SHALL KORELOCK, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (I) ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE PLATFORM; (II) LOST REVENUES OR PROFITS; (III) DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, REPUTATION, OR GOODWILL; (IV) LOSS OR CORRUPTION OF DATA; (V) LOSS RESULTING FROM PLATFORM FAILURE, MALFUNCTION, OR SHUTDOWN; (VI) FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; (VII) FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (VIII) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; (IX) BREACHES IN PLATFORM SECURITY; (X) ANY ERRORS OR OMISSIONS IN THE PLATFORM; (XI) YOUR RELIANCE ON ANY SERVICES OR CONTENT; OR (XII) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KORELOCK OR CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. IN NO EVENT WILL KORELOCK'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THESE TERMS OR THEIR SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO KORELOCK PURSUANT TO THESE TERMS IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- c. THE LIMITATIONS SET FORTH IN THIS LIMITATION OF LIABILITY SECTION SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THESE TERMS FAIL THEIR ESSENTIAL PURPOSE.
- d. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR JURISDICTIONS,

THE LIABILITY OF KORELOCK SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

**13. LIMITATION OF TIME TO FILE CLAIMS.** ANY CAUSE OF ACTION OR CLAIM THAT YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**14. GOVERNING LAW.** This Agreement is governed by the laws of the State of Colorado, excluding its conflict of law rules.

**15. ARBITRATION; JURY TRIAL WAIVER; VENUE.** Any dispute which arises out of, relates to or concerns this Agreement may, at the sole option of KoreLock, be resolved by arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Denver, Colorado. Each party shall bear its own costs, fees and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator or panel and the conduct of the arbitration itself. In the event that KoreLock does not elect to submit a dispute under this Agreement to arbitration, the parties irrevocably and voluntarily consent to the exclusive venue and personal jurisdiction for claims or actions arising under this Agreement in the state or federal courts located in Denver, Colorado, USA. Each party hereby irrevocably waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. The United Nations Convention for the International Sale of Goods shall not apply. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CUSTOMER AND KORELOCK EACH UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL. FURTHER, WITH RESPECT TO ANY CLAIM THAT PROCEEDS IN A COURT, CUSTOMER AND KORELOCK AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

**16. MISCELLANEOUS.**

- a. U.S. Government Rights. If and to the extent that the Platform or any portion thereof is deemed a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212, then if Customer is an agency of the U.S. Government or any contractor therefor, Customer receives only those rights with respect to the Platform as are granted to all other end users under license, in accordance with (i) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.
- b. International Use. Although the Platform may be accessible worldwide, we make no representation that materials on the Platform is appropriate or available for use in locations outside the United States. Those who choose to access the Platform from other locations do so on their own initiative and at their own risk. If you choose to access the Platform from outside the United States, you are responsible for compliance with laws in your jurisdiction. Any offer for any product, service, and/or information made in connection with the Platform is void where prohibited.
- c. Export Regulation. Customer shall comply with United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and all other export-controlled commodities ("**Export Laws**") to assure that the Platform, or any component thereof, is not: (i) exported, transferred, or re-exported, directly or indirectly, in violation of the Export

Laws; nor (ii) used for any purposed prohibited by Export Laws, including nuclear, chemical, or biological weapons proliferation. Customer shall be responsible for obtaining any export or re-export licenses required to ensure compliance with Export Laws.

- d. Force Majeure. KoreLock shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of KoreLock including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- e. Agreement Updates; Amendment. We may revise and update this Agreement from time to time at our sole discretion. The date this Agreement was last revised and updated is set forth at the top of this page. All changes are effective and apply thereafter to all access to and use of the Platform 15 days after posting for current users and immediately for new users. Your continued use of the Platform following the effective date of the revised Agreement means that you accept and agree to the changes. Any revised versions of this Agreement shall supersede all previous versions.
- f. Notices. Any notices to KoreLock must be sent to KoreLock at the address listed below and must be delivered either: (i) in person, by certified or registered mail, return receipt requested and postage prepaid; (ii) by e-mail in portable document format (PDF) or similar electronic attachment on Customer letter head signed by an officer or authorized agent of Customer, with confirmation of receipt by KoreLock; or (iii) by recognized overnight courier service. Notices to KoreLock must be sent to info@korelock.com if by email, or to our address at 7100 E. Bellevue Ave. Suite 203, Greenwood Village, CO 80111. Notice to KoreLock is effective only upon actual receipt by KoreLock of notice in compliance with the requirements of this Section. Notwithstanding the foregoing, Customer hereby consents to receiving electronic communications from KoreLock. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Platform. Customer agrees that any notices, agreements, disclosures, or other communications that KoreLock sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.
- g. Customer Reference. Customer agrees that KoreLock may reference its business relationship with Customer by listing Customer's business name, trademark and/or logo, in its marketing or sales materials, including on the KoreLock website or Platform.
- h. Waiver; Severability; Relationship; Assignment. No consent or waiver by KoreLock with respect to any provision of this Agreement shall be effective unless made by KoreLock in signed writing, and no course of conduct will be deemed to modify any provision of this Agreement. If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent. The parties and their respective personnel are, and shall be, independent contractors. Nothing contained in this Agreement is intended to give rise to a partnership, joint venture, or employment relationship between the parties, and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party, to bind the other party, or otherwise to act in any way as the representative of the other party. Customer may not assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without KoreLock's prior written

consent. KoreLock expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. Any attempted assignment in violation of this Section is void. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors, and permitted assigns. There are no third-party beneficiaries to this Agreement. Customer shall not make public the details of the parties' relationship without the prior written consent and approval of KoreLock.

- i. Entire Agreement. This Agreement, including without limitation the [PRIVACY NOTICE](#), the Terms for Branded Offerings, the Customer API Agreement, and any executed Quotes, constitute the entire agreement between you and KoreLock with respect to the Platform and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform.
- j. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided: (i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) any reference to an "Attachment" or a "Section" refers to an Attachment or a Section, as the case may be, of this Agreement; (iii) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole, including its Attachments, and not to any particular section or other subdivision; (iv) all section headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (v) the words "including," "included" and "includes" mean inclusion without limitation; (vi) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; and (vii) any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.



**Attachment A**  
**Terms for Branded Offerings**

To the extent your Quote includes Branded Offerings and Branded Offering Services, these Terms for Branded Offerings shall apply. Capitalized terms not otherwise defined in these Terms for Branded Offerings have the meanings set forth in the General Platform Terms and Conditions.

**1. Definitions**

- a. **"Customer Content"** materials, photographs, videos, designs, images, drawings, graphics, artwork, pricing, information, or other content of Customer.
- b. **"Customer Marks"** the trademarks, service marks, logos, and other branding of Customer.

**2. Branded Offering Services.**

- a. Fees. Customer will pay to KoreLock the fees set forth in any applicable Quote.
- b. Branded Offerings. KoreLock shall provide the Branded Offerings and related Branded Offering Services specified in the applicable Quote. As part of the Branded Offering Services, KoreLock will customize certain elements of the website or mobile, online, or other software applications and platforms made available by KoreLock with Customer's logo, trademarks, service marks, or other branding or customizations to create the Branded Offerings for Customer and its end users' use with smart locks. To the extent that the Branded Offerings require the use of API Services, such API Services are governed by the Customer API Agreement. Use of the Branded Offerings are governed by, and subject to, the End User Terms of Use, available at <https://www.korelock.com/end-user-terms-of-use>. The Branded Offerings are provided "AS IS" and are subject to the warranty, waivers, disclaimers, and limitation of liability set forth in this Agreement and the End User Terms of Use.
- c. Customization License. Customer hereby grants to KoreLock a limited, non-exclusive, royalty-free, non-transferable (except in the case of assignment of this Agreement by KoreLock), revocable, royalty-free license during the Term to use the Customer Content and Customer Marks that Customer designates and provides to KoreLock for the limited purpose of displaying such Customer Content and Customer Marks in the Branded Offerings. KoreLock recognizes Customer's title in and to, or rights in, the Customer Marks, and KoreLock agrees that all goodwill arising from its use of the Customer Marks will inure solely to the benefit of Customer, and nothing in this Agreement constitutes the grant of a general license to KoreLock of the Customer Marks.
- d. Modifications; Customer Changes. As set forth in the End User Terms of Use, KoreLock reserves the right, in its sole discretion, to change or modify the Branded Offerings in any manner that it deems necessary or desirable, including adding or removing features or functionality, without notice to Customer. If Customer wants to change the Branded Offerings, Customer will submit such change request to KoreLock in writing. KoreLock will assess the change request, respond as to whether it can perform the requested changes, and inform Customer of any additional fees and time necessary to accomplish such changes.

**3. Customer Content.**

- a. Customer Marks and Customer Content. Customer will provide KoreLock with the Customer Marks and Customer Content for use in connection with the Branded Offerings, as well as assistance and information reasonably requested by KoreLock to provide the Branded Offerings. Customer represents and warrants that Customer owns, is authorized to use, or otherwise legally controls or has the rights in and to all Customer Marks and Customer Content and has the right to grant the licenses granted in this Agreement. Customer shall ensure that all Customer Content and

Customer Marks are up to date, complete, and accurate in all material respects. Customer shall be solely responsible for all Customer Content and the consequences of submitting and publishing the Customer Content via the Branded Offerings. Any Customer Content provided to KoreLock for KoreLock's use in the Branded Offerings will be considered non-confidential. Customer shall (i) comply with any reasonable guidelines for Customer Content that KoreLock provides; and (ii) obtain and maintain at all times during the Term, all rights, licenses, permissions, clearances, and approvals, and incorporate any credit or attribution, necessary for KoreLock to use the Customer Marks and Customer Content for the Branded Offerings.

- b. Responsibility for Customer Content. KoreLock is not responsible for the Customer Content. To the extent that you provide Customer Content, you may request that we modify or delete your Customer Content, but in some cases, we cannot ensure that it can or will be deleted. Copies of your Customer Content may remain viewable in cached and archived pages. Do not provide any Customer Content that you do not want to be accessed or used by KoreLock and Customer End Users. Customer represents and warrants that all Customer Content does and will comply with this Agreement and applicable laws. Under no circumstances will KoreLock be liable for any Customer Content, or any loss or damage resulting from the use of, or reliance on, such content.
- c. Ownership of Customer Content. Customer retains ownership of Customer Content and hereby grants to KoreLock and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns a non-exclusive, royalty-free, transferable, worldwide, right and license to use, reproduce, modify, adapt, publish, translate, transmit, distribute (through multiple tiers), create derivative works of, and publicly display Customer Content, in whole or in part, and to grant and authorize sublicenses of the foregoing, without any compensation, via the Branded Offerings and related KoreLock Platform. Customer also grants Customer End User a non-exclusive license to access the Customer Content via their use of the Branded Offerings.
- d. Customer Content Restrictions. Customer shall not submit, upload, or otherwise make available any Customer Content or materials that (i) are fraudulent, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, obscene, vulgar, profane, injurious to third parties, or are otherwise objectionable as determined by KoreLock; (ii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (iii) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable law or that otherwise may be in conflict with this Agreement; (iv) Customer does not have the rights necessary to use, transmit, publish, or to grant KoreLock the license as described herein; (v) falsely represents Customer's identity or qualifications; (vi) is intended for spamming or flooding; or (viii) contains any virus, trojan horse, worm, or other disruptive or harmful software or data. Further, Customer Content may not contain any content, that, in the reasonable opinion of KoreLock, includes: (A) pornographic or other unacceptable adult-themed material; (B) obscene, indecent, profane, or foul language; (C) any spyware, viruses, trap doors, hidden sequences, hot keys, time bombs, easter eggs, or destructive or malicious code; or (D) content that (1) may constitute libel, slander, or defamation against any person, (2) in any way violates, conflicts with, or infringes upon any right of any kind or nature of any person, including any copyrights, trademark rights, patent rights, trade secret rights, moral rights, rights of publicity or privacy, or other rights, or (3) otherwise causes injury to, or gives rise to any claim by, any person. KoreLock shall have the right (but not the obligation) to reject, remove or delete any Customer Content in its reasonable discretion.

## Attachment B Customer API Agreement

To the extent your use of the Platform includes use of API (defined below) and/or to the extent your Quote includes API Services, this Customer API Agreement ("**API Agreement**") shall apply. Capitalized terms not otherwise defined in this API Agreement have the meanings set forth in the General Platform Terms and Conditions. This API Agreement governs access to and use of the KoreLock application programming interfaces that interoperate with third-party software applications to enable the exchange of content and data between one or more of Customer's software applications ("**Customer Applications**") and the Platform.

BY ACCESSING OR USING THE LICENSED MATERIALS (DEFINED BELOW), CUSTOMER (A) ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS API AGREEMENT; (B) REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS API AGREEMENT; AND (C) ACCEPTS THIS API AGREEMENT AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS. IF CUSTOMER DOES NOT ACCEPT THESE TERMS, CUSTOMER MAY NOT ACCESS OR USE THE LICENSED MATERIALS.

1. Definitions. When capitalized in this API Agreement, the following terms have the following meanings:

1.1. "**API Credentials**" means the username and password, security key, or other necessary security credentials provided by KoreLock to provide Customer with access to the API and the other Licensed Materials.

1.2. "**API Documentation**" means the API documentation and all written information provided by KoreLock related to the API and KoreLock API Content, including any guides or reference materials, as updated from time to time.

1.3. "**API**" means the KoreLock application programming interfaces and any API Documentation or other API materials made available to Customer by KoreLock.

1.4. "**Applicable Privacy Law**" means all state, federal, national, or international laws, statutes, regulations, rules, executive orders, directives, or other official guidance or releases, and any industry rules or self-regulatory codes of conduct relating to data protection, privacy, data security, electronic communications, Security Incidents (as defined below), or artificial intelligence (including without limitation Processing of Customer Personal Data (as defined below) in connection with or for purposes of training artificial intelligence programs) that are then in effect and applicable to a party to this API Agreement or to the Customer Personal Data Processed under this API Agreement.

1.5. "**Authorized API User**" means Customer's employees, contractors, and agents authorized by Customer to access or use the Licensed Materials on Customer's behalf under this API Agreement.

1.6. "**Customer Applications**" means any website or mobile, cloud, or other software applications and interfaces created by or on behalf of Customer and provided by Customer to interact with the API.

1.7. "**Customer Data**" means any data or information provided or made available to KoreLock by or on behalf of Customer in connection with the Licensed Materials or KoreLock's provision of the Platform.

1.8. "**Customer Personal Data**" means any Personal Data which is a part of the Customer Data.

1.9. **"Data Subject(s)"** means the identified or identifiable person to whom Personal Data relates.

1.10. **"KoreLock API Content"** means the KoreLock content, data, and information made available to Customer by KoreLock through the API or other means authorized by KoreLock, including any copies or derivatives thereof, for the purpose of facilitating Customer's use of the API and integrating Customer Applications as set forth in this API Agreement.

1.11. **"Licensed Materials"** means the API, API Credentials, and KoreLock API Content.

1.12. **"Personal Data"** means (a) any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject or household, or (b) "personal data", "personal information", or similar terms under Applicable Privacy Laws.

1.13. **"Process", "Processing", or "Processed"** means any operation or set of operations which is performed upon Customer Personal Data whether or not by automatic means, including collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing, or destroying Customer Personal Data.

1.14. **"Security Incident"** means any actual or reasonably suspected accidental, unauthorized, or unlawful Processing of or access to, the Customer Data.

1.15. **"Usage Data"** means any and all information or data associated with or collected from each Authorized User, if any, which is received, stored, or processed by KoreLock in connection with the provision of the Licensed Materials and includes analytical, usage, and performance data.

2. Access; License Grant. Subject to the terms and conditions of this API Agreement, KoreLock hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of this API Agreement to: (a) access and use the API solely for the purpose of causing the Customer Applications to integrate or interoperate with the Platform in order to enable the control, configuration, and management of KoreLock-enabled smart locks and related access control features; (b) exchange data between the Customer Applications and the Platform for the purpose of creating, reading, updating, and managing smart lock data and end user data, such as access user information, schedules, permissions, and related device settings, as necessary to operate the Customer Applications as permitted by this API Agreement; (c) receive and process data related to webhooks or other event notifications from the Platform for the purpose of synchronizing lock states, access events, and related data within the Customer Applications; and (d) access and display KoreLock API Content for use with the Customer Applications solely as necessary to provide interoperable functionality between the Customer Applications and the Platform to end users as permitted by this API Agreement. Customer may not use the API for any other purpose without KoreLock's prior written consent. Customer acknowledges that there are no implied licenses granted under this API Agreement. KoreLock reserves all rights that are not expressly granted in this API Agreement. Customer must obtain API Credentials from KoreLock to access and use the API. Customer may not share Customer's API Credentials with any third party and must keep Customer's API Credentials and all log-in information secure. Customer's API Credentials may be revoked at any time by KoreLock. KoreLock is not responsible for lost, missing, or stolen API Credentials, or any unauthorized use of or access to the API, or any potential resulting loss or disclosure of any content or data. Customer agrees that KoreLock may make changes to the Licensed Materials and Platform at any time in its sole discretion.

### 3. Use; Use Restrictions.

3.1. Customer shall: (a) be responsible for training its own Authorized API Users in the use of the Licensed Materials; (b) comply with and cause its Authorized API Users to comply with all terms and conditions of this API Agreement and all KoreLock guidelines, standards, and requirements as KoreLock may amend and provide from time to time; (c) provide, at its own expense, all computer hardware, software, and other equipment and supplies required to use the Licensed Materials in connection with the Customer

Applications. Except as expressly authorized under this API Agreement, Customer shall not: (i) copy, modify, or create derivative works of the Licensed Materials or the Platform, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Materials or the Platform, in whole or in part; (iv) remove any proprietary notices from the Licensed Materials; (v) use the Licensed Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) combine or integrate the Licensed Materials with any software, technology, services, or materials not authorized by KoreLock; (vii) attempt to cloak or conceal Customer's identity or the identity of the Customer Applications when accessing or requesting authorization to use the Licensed Materials; (viii) use the API to transmit infringing or otherwise unlawful or tortious material, or to transmit material in violation of third-party privacy rights; (ix) use the API to transmit viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (x) interfere with or disrupt the integrity or performance of the API or the Platform; (xi) access, or attempt to gain access to, the API, Platform, or KoreLock's related systems or networks other than as permitted in this API Agreement; (xii) access or use any API to build a product or service competitive with KoreLock or the Platform, as applicable, or to copy any features, functions, or graphics of or pertaining to the API or the Platform; (xiii) access or use the API, or transmit any data through the API, in violation of any U.S. export embargo, prohibition, or restriction; (xiv) take any action that imposes an unreasonable or disproportionately large load on the API, KoreLock's systems or networks, or any systems or networks connected to such systems or networks; (xv) use any device, software, or routine to interfere or attempt to interfere with the proper working of the API, any Platform, or any transaction being conducted on or through the API or the Platform; (xvi) use the Licensed Materials, or data transmitted through the API, for any purpose that is unlawful, fraudulent, or prohibited by this API Agreement, or to solicit or engage in the performance of any illegal or fraudulent activity; or (xvii) submit through the API any data or other content without having obtained prior written authorization or permission for such action from the owner or licensor of such data or content. In addition, Customer shall not use the Licensed Materials in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (i.e., "spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, or items used for theft, hazardous materials, or any illegal activities.

3.2. KoreLock may reasonably limit Customer's API calls as outlined in the API Documentation or as otherwise determined by KoreLock, in KoreLock's sole discretion, based on the needs for the API and as required to prevent abuse. KoreLock may change these limitations from time to time in its discretion. If Customer exceeds the applicable call limits, attempts to circumvent the call limits, or otherwise abuses the service, the API may stop working for Customer temporarily. If Customer continues to exceed the call limit or abuse the service, Customer's access to the API may be discontinued, and KoreLock may terminate this API Agreement. KoreLock may also discontinue access to the API in the event of a suspected or actual denial of service attack.

4. Fees; Payment Terms. For use of the Licensed Materials, Customer shall pay KoreLock the fees set forth in KoreLock's current pricing schedule provided by KoreLock. Customer will pay KoreLock the fees in U.S. Dollars. Except as otherwise provided, payment for all amounts is due within 30 days after the date of the respective invoice. KoreLock may assess interest upon any delinquent payments at a rate equal to the lesser of (a) 1.5% per month of the fees owed, compounded monthly, or (b) the maximum rate allowable under applicable law, from the date the payment was due until the date KoreLock receives the payment. Customer shall reimburse KoreLock for all costs incurred in collecting late payments, including, without limitation, attorneys' fees. Customer is responsible for all sales and use taxes or any other taxes, fees, or duties imposed by federal, state, or local governmental entities with jurisdiction to tax Customer on or with respect to the licenses granted by KoreLock pursuant to this API Agreement, except for any taxes based on KoreLock's income or property or in connection with KoreLock's business operations generally. KoreLock will invoice Customer for such taxes that KoreLock is legally obligated to collect, and Customer



shall pay such invoices in accordance with this API Agreement. KoreLock reserves the right to verify Customer's credit standing at any time. Customer hereby authorizes KoreLock to obtain a business credit report and conduct an investigation regarding Customer's creditworthiness.

5. Customer Applications; Collection and Use of End User Information. As between Customer and KoreLock, Customer is responsible for all acts and omissions of Customer's end users in connection with the Customer Applications and their use of the KoreLock API Content, if any. Customer agrees that Customer is solely responsible for posting any privacy notices and obtaining any consents from Customer's end users required under applicable laws, rules, and regulations for their use of Customer Applications and the manner in which they interact with the API or the Platform. Further, Customer agrees to obtain all necessary consents and authorizations from end users to provide any data to the Platform through the API, if any. Customer retains all responsibility for: (a) having and obtaining any required agreements for its Customer Applications and its own products and services (from end users or otherwise); (b) maintaining the security of any end user's data and personally identifiable information transmitted via the API; and (c) to the extent applicable, invoicing and collecting payments for Customer's products and services from end users, including any applicable taxes.

6. Data Protection; Privacy; and Security.

6.1. Ownership and Use.

6.1.1. As between the parties, KoreLock acknowledges and agrees that Customer is the sole owner of all Customer Data, including any Customer Personal Data. Customer represents and warrants that it has all necessary rights to provide the Customer Data, including any Customer Personal Data, to KoreLock for the Processing to be performed as contemplated by this API Agreement and for the performance of the Platform, and that one or more lawful bases set forth in Applicable Privacy Laws supports the lawfulness of the Processing.

6.1.2. As between the parties, Customer agrees that KoreLock is the sole owner of all Licensed Materials and the Platform. In addition, KoreLock shall be the sole owner of any Usage Data and may use such Usage Data for KoreLock's business purposes, including to provide support or monitor the security of the Licensed Materials. For the avoidance of doubt, to the extent that Usage Data is derived from Customer Personal Data, KoreLock shall anonymize and aggregate such information so that it is no longer Personal Data before processing such information as described herein.

6.1.3. Customer agrees to only provide Customer Data that is necessary and relevant for the Processing to be performed as contemplated by this API Agreement. Customer acknowledges and agrees that it shall not transmit, upload, input, or otherwise provide to KoreLock through the API or any related services any highly sensitive information, including but not limited to, social security numbers, driver's license numbers, or other government-issued identification numbers; financial account numbers, credit card numbers, or payment card industry data; or protected health information, as defined under the Health Insurance Portability and Accountability Act or Applicable Privacy Laws.

6.2. Security.

6.2.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing performed by KoreLock in connection with the API Agreement, KoreLock shall implement reasonable technical, physical, and administrative safeguards to protect the Customer Data, including any Customer Personal Data. Customer is solely responsible for making an independent determination as to whether the security and the physical, technical, and administrative safeguards meets Customer's requirements.

6.2.2. To the extent within Customer's control, Customer shall implement and maintain appropriate security measures to protect the security of the Customer Data, Licensed Materials, and Platform.

6.2.3. If either party becomes aware of a Security Incident, that party shall without undue delay notify the other party, including providing: (a) a description of the Security Incident, including whether the Security Incident involves Customer Personal Data; (b) description of the reasonable steps or measures proposed to be taken to mitigate the effects and to minimize any damage resulting from the Security Incident; and (c) the name and contact details of the party's contact point where more information can be obtained.

6.2.4. To the extent such Security Incident occurs in the Platform or Licensed Materials, KoreLock shall use commercially reasonable efforts to investigate and mitigate the effects of such Security Incident. KoreLock will make reasonable efforts to assist Customer in fulfilling Customer's obligations under Applicable Privacy Laws to notify the relevant data protection authority or Data Subjects about such Security Incident. KoreLock's notification of or response to a Security Incident under this Section is not an acknowledgement by KoreLock of any fault or liability with respect to the Security Incident.

### 6.3. Privacy.

6.3.1. Customer and KoreLock acknowledge that for the purpose of Applicable Privacy Laws, (a) if Customer is a controller then KoreLock is a processor or (b) if Customer is a processor then KoreLock is subprocessor of Customer.

6.3.2. Except as otherwise required to comply with applicable law, KoreLock shall Process such Customer Personal Data only for the purposes of providing the Licensed Materials and Platform and as may subsequently be agreed between the parties in writing and, in so doing, shall act solely on the instructions of Customer. Should KoreLock reasonably believe that a specific Processing activity beyond the scope of Customer's instructions is required to comply with Applicable Privacy Laws to which KoreLock is subject, KoreLock shall inform Customer of that legal obligation and seek explicit authorization from Customer before undertaking such Processing.

6.3.3. KoreLock will reasonably assist Customer with meeting Customer's compliance obligations under Applicable Privacy Laws, taking into account the nature of KoreLock's Processing and the information made available to KoreLock, including, in relation to Data Subject rights, data protection impact assessments, and reporting to and consulting with data protection authorities under Applicable Privacy Laws. KoreLock will promptly notify Customer if, in its opinion, any instruction infringes Applicable Privacy Laws. This notification will not constitute a general obligation on the part of KoreLock to monitor or interpret the laws applicable to Customer, and this notification will not constitute legal advice to Customer.

6.3.4. KoreLock will not disclose Personal Data except: (a) to its personnel in to provide the Platform and Licensed Materials; (b) as Customer directs in writing; (c) as described in this API Agreement; or (d) as required by law. If a law enforcement agency contacts KoreLock with a demand for Customer Personal Data, KoreLock will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Personal Data to a law enforcement agency, a court, regulator, or data protection authority, KoreLock will promptly notify Customer and provide a copy of the demand and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice. Upon receipt of any other third-party request for Customer Personal Data, KoreLock will promptly notify Customer, unless prohibited by law. KoreLock will reject the request, unless required by law to comply. If the request is valid, KoreLock will attempt to redirect the third party to request the data directly from Customer.

6.3.5. If KoreLock receives a request from Customer's Data Subject to exercise one or more of its rights under Applicable Privacy Laws, in connection with a service for which KoreLock is a processor or subprocessor, KoreLock will redirect the Data Subject to make its request directly to Customer. Customer will be responsible for responding to any such request. KoreLock will comply with reasonable requests by Customer to assist with Customer's response to such a Data Subject request. Customer will be responsible for reasonable costs KoreLock incurs in providing this assistance.

6.3.6. KoreLock must promptly and without undue delay provide reasonable assistance with any reasonable Customer request or instruction requiring: (a) KoreLock to amend, transfer, delete, or otherwise Process the Customer Personal Data, or to stop, mitigate, or remedy any unauthorized Processing; and (b) Customer's obligations under Applicable Privacy Laws that are relevant to the Customer Personal Data Processed under the API Agreement, including notifications to a data protection authority or to Data Subjects and the Process of undertaking a data protection impact assessment.

6.3.7. To the extent required by Applicable Privacy Laws, Customer is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in Applicable Privacy Laws supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained and a record of such consents is maintained. Should such a consent be revoked by a Data Subject, Customer is responsible for communicating the fact of such revocation to KoreLock, and KoreLock remains responsible for implementing Customer's instruction with respect to the Processing of that Customer Personal Data.

6.4. Subprocessors. Customer hereby grants KoreLock general written authorization to appoint subprocessors. With respect to each subprocessor, KoreLock shall: (a) carry out reasonable due diligence on the privacy and security practices of each subprocessor; (b) include terms in the contract between KoreLock and each subprocessor which require each subprocessor to provide at least the level of data protection required of KoreLock by this API Agreement; and (c) remain fully liable to Customer for any failure by each subprocessor to fulfil its obligations in relation to the Processing of the Customer Personal Data.

6.5. Deletion of Data. KoreLock shall promptly and in any event within 60 calendar days upon request or termination or expiration of the API Agreement, delete all copies of Customer Personal Data Processed by KoreLock and request that any subprocessor delete all copies of Customer Personal Data. Notwithstanding the foregoing, KoreLock may retain Customer Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that KoreLock shall ensure the confidentiality of all such Customer Data (to the extent applicable) and shall ensure that such Customer Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

7. API Updates. Customer acknowledges that KoreLock may update or modify the Licensed Materials from time to time at its sole discretion (in each instance, an "**API Update**"), and may require Customer to obtain and use the most recent version of the Licensed Materials. API Updates may adversely affect how Customer Applications communicate with the Platform. Customer is required to make any changes to the Customer Applications that are required for integration as a result of such API Update at Customer's sole cost and expense. Customer's continued use of the Licensed Materials following an API Update constitutes binding acceptance of the API Update.

8. Representations and Warranties. Customer represents, warrants, and covenants to KoreLock that: (a) it has implemented, and will maintain appropriate administrative, physical, and technical safeguards, security policies, procedures and practices, including but not limited to firewalls, system access controls, virus protection with regular updates, industry standard encryption safeguards, and facility access and protection controls to protect the confidentiality, integrity, and availability of the API and any end user information from unauthorized access, destruction, use, modification, or disclosure; (b) it has and will maintain throughout the term of this API Agreement, insurance coverage commensurate with the nature, scope, and size of Customer's operations and consistent with applicable industry standards, including but not limited to commercial and general liability insurance, workers' compensation and errors and omissions/professional indemnity, employment practices, cyber liability insurance, and any other such insurance that is usually maintained by companies in Customer's industry; (c) it has and will maintain throughout the term of this API Agreement, any applicable licenses, permits, approvals and consents required by any federal, state or local regulatory or other agency for the performance of services that Customer provides; (d) it will comply with all applicable laws, rules, and regulations, including but not limited to those related to data protection and privacy, in accessing and using the API and in performing its

obligations under this API Agreement; (e) it has all requisite power and authority to execute, deliver, and perform its obligations under this API Agreement; (f) the execution, delivery, and performance of this API Agreement has been duly authorized by all necessary organizational action of Customer, and when executed and delivered, this API Agreement will constitute a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms; (g) it has all necessary rights and licenses to the Customer Applications; (h) it will not make any representations or warranties on KoreLock's behalf without KoreLock's prior consent; and (i) the Customer Applications do not and shall not contain any open source or other publicly available software in a manner that may subject the Customer Applications or any Platform, in whole or in part, to any source code disclosure obligations.

9. **Confidential Information.** All information furnished to Customer by KoreLock, whether orally or by means of written material, pursuant to this API Agreement or through the API, that is marked "confidential" or which would reasonably be understood to be confidential, including trade secrets, customers, business plans, forecasts, operations, records, finances, assets, intellectual property, technology, supplier information, notes, data or other information that relate to the research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which KoreLock's existing or future products, services, applications, and methods of operations or doing business are developed, conducted, or operated, and all information or materials derived therefrom or based thereon as may be prepared by KoreLock ("**API Confidential Information**"): (a) shall be deemed proprietary and shall be held by Customer in strict confidence; (b) shall not be disclosed, revealed, or shared by Customer with any other person, except those individuals or entities specifically authorized by KoreLock in advance; and (c) shall not be used by Customer other than for purposes of Customer's use of the API as authorized by this API Agreement. All API Confidential Information provided to Customer by KoreLock is and at all times shall remain the exclusive property of KoreLock. Customer shall promptly return or destroy all such material and any copies thereof to KoreLock upon KoreLock's request, and in any event shall be returned or destroyed by Customer within 30 days of notice of termination of this API Agreement. If Customer should receive any legal request in any form seeking disclosure of API Confidential Information, then Customer shall provide KoreLock with prompt notice of such request so that KoreLock may seek take action to protect the API Confidential Information from disclosure. In any event, Customer agrees to furnish only that portion of the API Confidential Information which is legally required to be furnished. KoreLock shall be entitled to equitable relief without posting bond, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or in equity as a result of a breach of this Section.

10. **Intellectual Property Ownership; Feedback.** As between Customer and KoreLock, (a) KoreLock owns all right, title, and interest, including all intellectual property rights, in and to the Licensed Materials and the Platform; and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Applications. Customer will safeguard the Licensed Materials (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer will promptly notify KoreLock if Customer becomes aware of any infringement of any intellectual property rights in the Licensed Materials and will fully cooperate with KoreLock in any legal action taken by KoreLock to enforce KoreLock's intellectual property rights. Customer acknowledges and agrees that KoreLock will own (or have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and incorporate into the Licensed Materials, the Platform, and other products and services) any suggestions, enhancements, requests, recommendations, or other feedback provided by or on behalf of Customer or its employees, contractors, and agents relating to the API, Licensed Materials, Platform, or KoreLock products and services, including without limitation, new features or functionality relating thereto, or any comments, questions, or the like (collectively, "**API Feedback**"). Customer hereby assigns to KoreLock on Customer's behalf, and on behalf of Customer's employees, contractors, and agents, all right, title, and interest in and to, and KoreLock is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the API Feedback, for any purpose whatsoever, although KoreLock is not required to use any API Feedback. To the extent that such right, title, or interest cannot be assigned to KoreLock, Customer hereby grants to KoreLock on Customer's behalf, and on behalf of its employees, agents, contractors, subcontractors, and other representatives, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable,

sublicensable license to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit, and use API Feedback for any purpose. Customer shall cooperate and take such actions or provide such assurances, at no cost to KoreLock, as may be necessary to give full effect to this API Agreement.

11. Disclaimer of Warranties. THE LICENSED MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS-AVAILABLE” BASIS, AND KORELOCK SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. KORELOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. KORELOCK MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED MATERIALS OR THE PLATFORM, OR ANY SERVICES, PRODUCTS, OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

12. Indemnification. Customer shall indemnify, defend, and hold harmless KoreLock and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (a) Customer's use or misuse of the Licensed Materials; (b) Customer's breach of this API Agreement; and (c) the Customer Applications, including any end user's use thereof and the interoperation of the Customer Applications with the Platform. In the event KoreLock seeks indemnification or defense from Customer under this provision, KoreLock will promptly notify Customer in writing of the claim(s) brought against KoreLock for which KoreLock seeks indemnification or defense. KoreLock reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of KoreLock's choice. Customer may not enter into any settlement that would, in any manner whatsoever, constitute an admission of fault by KoreLock or bind KoreLock in any manner, without KoreLock's prior written consent. In the event KoreLock assumes control of the defense of such claim, KoreLock will not settle any such claim requiring payment from Customer without Customer's prior written approval. If KoreLock becomes subject to any such claim, KoreLock shall provide Customer with: (i) prompt written notice of any such claim; provided, however, that Customer shall not be relieved of any indemnification obligation except to the extent it is materially prejudiced as a result of KoreLock's failure to provide notice; and (ii) reasonable assistance to defend or settle such claim at Customer's expense. Customer shall not agree to any settlement or compromise that results in any admission on the part of KoreLock, or imposes any obligation or liability on KoreLock, without KoreLock's prior written consent. KoreLock shall have the right to participate in the defense and settlement negotiations of such claim through its own counsel at its own expense.

13. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL KORELOCK BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS (AND ALL LOST PROFITS AND LOSS OF BUSINESS SHALL BE DEEMED INDIRECT DAMAGES), OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE. KORELOCK'S AGGREGATE LIABILITY RELATED TO THIS API AGREEMENT, IF ANY, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID TO KORELOCK PURSUANT TO THIS API AGREEMENT DURING THE SIX MONTHS PRECEDING THE CLAIM. ANY CAUSE OF ACTION OR CLAIM THAT CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS API AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.



14. Term and Termination. The term of this API Agreement commences on the Effective Date and will continue in effect until terminated as set forth in this Section. KoreLock may immediately terminate or suspend this API Agreement, any rights granted herein, or Customer's licenses under this API Agreement, in its sole discretion at any time and for any reason, by providing notice to Customer or revoking access to the Licensed Materials. In addition, KoreLock may terminate this API Agreement immediately without any notice if Customer violates any of the terms and conditions of this API Agreement. Customer may terminate this API Agreement upon 30 days prior written notice to KoreLock. During such 30-day period, Customer shall disconnect and discontinue its use of the API. Customer's end users will no longer be able to access, control, configure, or otherwise manage KoreLock-enabled smart locks and related access control features via the API upon termination of this API Agreement. Upon termination of this API Agreement for any reason, all licenses and rights granted to Customer under this API Agreement will also terminate, and Customer must cease using, destroy, and permanently erase from all devices and systems that Customer directly or indirectly controls all copies of the Licensed Materials. Any terms of this API Agreement that by their nature are intended to continue beyond the termination or expiration of this API Agreement will survive termination, including specifically Sections 10 through 14, 18 and 19. Termination will not limit any of KoreLock's rights or remedies at law or in equity.

15. Export Regulation. Customer shall comply with all Export Laws to assure that the Licensed Materials, or any component thereof, are not: (a) exported, transferred, or re-exported, directly or indirectly, in violation of the Export Laws; nor (b) used for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons proliferation. Customer shall be responsible for obtaining any export or re-export licenses required to ensure compliance with Export Laws.

16. U.S. Government Rights. If and to the extent that the Licensed Materials are deemed a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212, then if Customer is an agency of the U.S. Government or any contractor therefor, Customer receives only those rights with respect to the API as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.

17. Additional Terms and Conditions. The parties hereto may have or enter into one or more separate written agreement(s) covering additional terms related to the Platform or related KoreLock firmware, products, and offerings, such as a quote, or additional licenses, design and support services, and fees. This API Agreement does not alter in any way the terms or conditions of any other agreement between the parties with respect to the provision of the Platform or KoreLock products or services to Customer. This API Agreement forms a part of, and is incorporated into, the Business Customer Terms of Service available at <https://www.korelock.com/business-terms-of-use>.