

## END USER LICENSE AGREEMENT

### ACCESS CONTROL AND TIME AND ATTENDANCE PRODUCTS END USER LICENSE AGREEMENT

This End User License Agreement (“**EULA**”) is a legal agreement between you and Controlid Industria, Comercio de Hardware e Servicos de Tecnologia Ltda. and any of its subsidiaries or affiliates (“**Company**”) for the pre-installed Company software and any updates thereto (“**Software**”) embedded in your device (“**Device**”). This EULA is separate from, and in addition to, any other written terms, documentation or instructions provided with your Device.

The terms “**you**,” “**your**” or “**user**” refer to you, the user, including residence/facility owners and controllers of the Device, as well as Invitees (as defined in Section 1.C. below) of the residence/facility owners or controllers who provide credentials (such as personal biometric data) for use of the Device. If you are using the Device on behalf of a business, association, or other entity, “**you**” or “**your**” will also refer to such business, association, or other entity (any of such being a “business entity”), unless the context clearly dictates otherwise.

#### ***This EULA Sets Forth a Legally Binding Agreement***

Please read this EULA very carefully before accessing or using the Device. By clicking on “**accept**” or “**agree**” to this EULA when prompted or using/continuing to use the Device, you acknowledge you have read and understand and agree to be bound by this EULA, including any additional terms and conditions and policies referenced herein. Please print a copy of this EULA for your records. If you do not agree to the terms of this EULA, you may return the Device (in its original, unused condition) within thirty (30) days after the date of purchase.

#### ***Eligibility to Use the Software***

To use the Software you must be, and represent and warrant that you are, at least the age of majority in your state, province, or other jurisdiction of residence and that you have the authority to represent your business entity (if applicable). You warrant and represent that you (1) have all necessary rights, power, and authority to agree to this EULA and perform your obligations hereunder in your own right or on behalf of a business entity that you represent, such that your or such business entity will be bound by this EULA and Company can rely on this, and (2) nothing contained in this EULA or in the performance of such obligations will place you in breach or the business entity that you represent of any other contract or obligation.

### **1. USE OF DEVICE**

- A.** You agree to comply with and use the Device and Software in accordance with this EULA and all documentation and instructions provided with the Device. THE DEVICE AND SOFTWARE ARE NOT DESIGNED, INTENDED OR AUTHORIZED FOR USE IN ANY LIFE-SAVING OR LIFE SUSTAINING SYSTEMS OR FOR ANY OTHER PURPOSE IN WHICH THE FAILURE OF THE DEVICE OR SOFTWARE COULD CREATE A SITUATION WHERE PROPERTY DAMAGE, PERSONAL INJURY OR DEATH MAY OCCUR. You agree that you will not rely on the DEVICE OR SOFTWARE for such critical or safety matters. While Company has implemented policies and technology intended to protect your User Data (as defined below), no security measures can guaranty absolute security, and User Data may be damaged, deleted or corrupted due to causes beyond Company’s reasonable control. If there is an interruption in the power supply, the Software and Device will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure your device and Software prior to resuming use.

- B.** As used in this EULA, an “**Invitee**” is any person or entity that is given authorization by the owner or controller of a Device to use the Device and the Software. Users who provide personal biometric data or other credentials to certain other persons for their access to the Device or Software as the Invitee of a residence/facility owner or controller. Such Users are not permitted to further authorize any other users, and residence/facility owners and controllers shall remain responsible for the use of the Device or Software by their Invitees. Please be careful to only invite trusted Invitees; by inviting someone to be an Invitee, you are giving them the ability to access and operate your Device. When you invite Invitees to use your Device or Software, you assume all responsibility and liability for their use, and any damage or loss that they may cause to you, Company, or any third-party.
- C.** You, not Company, are solely responsible for: (i) all use and management of the Software and your Device, including ensuring such use is in compliance with all applicable laws; (ii) any consequences resulting from such use and management; and (iii) providing adequate notice and obtaining and maintaining valid consents, rights, authorizations and releases (“**Consents**”) from all Invitees and other users necessary under applicable law (including any applicable data protection or data processing laws and regulations), to process their personal data using the Software. By using your Device, entering or using any User Data into or in connection with your Device, or permitting any Invitee do any of the foregoing, you represent and warrant that you have obtained all such Consents. The term “**User Data**” shall mean all personal information, biometric data, configuration data or other information managed, transmitted, accessed, stored, or otherwise processed in any way using the Software and/or in the Device, that was submitted or inputted into, or otherwise collected by, the Software and/or in the Device by any person, including by or on behalf of you (whether for your use or on behalf of or for the benefit of the Invitees).
- D.** This EULA applies to all uses of the Software and the Device by you and your Invitees. As further described in Company’s privacy policy available at [https://www.controlid.com.br/legal/us\\_privacy\\_policy.htm](https://www.controlid.com.br/legal/us_privacy_policy.htm) (“**Privacy Policy**”), Company may share your and your Invitees’ information with Company’s partners to provide the Software and the Device and to allow Company’s partners to provide products and services. You will make Invitees aware that the owner or controller of the Device may see information about their use and access of the Device and Software and may revoke or limit an Invitee’s access rights in their discretion without notice.
- E.** You acknowledge that you may be required to install updates to use the Device and the Software, and you agree to promptly install any updates that Company provides. Your continued use of the Device or Software is your consent to these updates. Failure to install these updates may expose you to security risks and/or limit the functionality of the Device or Software.

## **2. LIMITED WARRANTY AND DISCLAIMERS**

- A.** Company warrants that the Software and the Device in which it is embedded will perform, in all material respects, in accordance with the written documentation supplied with the Device for a period of one (1) year following purchase. Your sole and exclusive remedy for Company’s breach of this limited warranty is for Company to repair or replace the Device or Software (as applicable).
- B.** EXCEPT FOR THE LIMITED PERFORMANCE WARRANTY ABOVE, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE USE OF, OR INABILITY TO USE, THE DEVICE OR SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY,

PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, ITS SUBSIDIARIES AND AFFILIATES AND ITS AND THEIR SUPPLIERS, LICENSORS AND RESELLERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE DEVICE AND SOFTWARE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. COMPANY AND COMPANY'S LICENSORS AND SUPPLIERS MAKE NO WARRANTY (I) THAT USE OF THE DEVICE OR SOFTWARE WILL BE (1) SECURE, UNINTERRUPTED, TIMELY, OR ERROR-FREE, OR (2) COMPATIBLE WITH ANY NETWORK, COMPUTER OR MOBILE DEVICE, (II) THAT DEFECTS OR ERRORS WILL BE CORRECTED, (III) THAT THE DEVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (IV) THAT THE DEVICE OR SOFTWARE AND USER DATA IS FREE OF MALWARE, VIRUSES, OR OTHER HARMFUL COMPONENTS.

- C. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATIONS DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### **3. LIMITATION ON COMPANY'S LIABILITY.**

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE SHALL COMPANY, COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY OR LOSS, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA (INCLUDING PERSONAL DATA/INFORMATION), REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM THIS EULA, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO THE USE OF THE DEVICE OR SOFTWARE, INCLUDING ANY LOSS OR DAMAGE OF ANY KIND EVEN IF ADVISED OF THEIR POSSIBILITY INCURRED AS A RESULT OF THE USE OF THE DEVICE OR SOFTWARE OR ANY USER DATA STORED IN OR PROCESSED BY THE SOFTWARE.
- B. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR PERSONAL INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSE, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, ANY THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR LOSS OR USE OF, ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.
- C. COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF THE DEVICE OR SOFTWARE; (II) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR OR YOUR INTIVEE'S ACCESS TO OR USE OF THE DEVICE OR SOFTWARE; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE DEVICE OR SOFTWARE; (IV) LOSSES OR DAMAGE CAUSED BY (1) ANOTHER PERSON'S VIOLATION OF THIS EULA, (2) DELAYS AND/OR FAILURES TO ENTER THE

RESIDENCE OR BUILDING, OR (3) UNAUTHORIZED SERVICE OR MAINTENANCE ON, OR UNAUTHORIZED ACCESS TO, THE DEVICE OR SOFTWARE.

- D.** UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT COMPANY IS LIABLE TO YOU IN DAMAGES OF ANY KIND EXCEED THE LESSER OF (I) ONE HUNDRED DOLLARS (\$100.00) OR (II) THE AMOUNT PAID TO COMPANY FOR THE APPLICABLE DEVICE.
- E.** BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **4. LICENSE**

Subject to the terms and conditions of this EULA, Company grants to you a limited, nontransferable, non-sublicensable, non-exclusive, revocable license, only within the United States, to execute the Software solely on the Device in which it is embedded and in strict accordance with this EULA and any other documentation and instructions provided with such Device. This license is granted solely for your own personal non-commercial purposes (i.e., not for further resale), and by your Invitees as described in Section 1.C., solely in order to operate the Device. Documentation and instructions provided with the Software and Device shall be considered part of the Software. You may transfer all of your license rights to the Software to a third-party located in the United States in connection with your transfer of a Device (in which the Software is embedded); provided, such transfer is conditioned upon the third-party receiving the Device further agreeing to the terms of this EULA, and if such third-party does not agree to the terms of this EULA, such transfer shall be null and void.

#### **5. USE RESTRICTIONS**

**A.** The rights granted to you in this EULA are subject to the following restrictions:

- You shall use the Software solely as licensed above, and shall not sell, rent, sublicense, lease, transfer, assign (except for a permitted transfer of the Device as provided in this EULA), distribute, host, outsource, disclose, or otherwise commercially exploit the Software or make the Software available to any third-party;
- You shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Device or Software (except and only to the extent such restriction is expressly prohibited under applicable law, and then only after notifying Company of any interoperability or functionality compatibility requirements and failing to receive from Company information allowing for the interoperability or functionality compatibility without the need to reverse compile or engineer);
- You shall not use or access the Device or Software for benchmarking or competitive analysis, or in order to build a similar or competitive product or service;
- You shall not let anyone tamper with the Device or Software in a way that impacts the functionality and security of the Device;
- You shall not remove, obscure or alter any copyright notice, trademark or other proprietary rights notices affixed to the Device or contained within the Software;
- You shall not use the Software to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or another entity's facilities,

buildings, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;

- You shall not: (i) circumvent, remove, alter, deactivate, degrade or thwart any of the Data protections in the Software; (ii) introduce viruses, time bombs, Trojan horses, worms or any other computer codes, files, or programs that interrupt, destroy, damage or limit the functionality of any computer software or hardware or telecommunications equipment; or (iii) damage, disable, overburden, impair, or gain unauthorized access to the Software;
- You shall not use the Software to collect the biometric data (e.g., facial data) or other User Data of any Invitee or third-party without their express prior consent; and
- You shall not permit or assist anyone to do any of the foregoing.

**B.** Except as expressly stated herein, no part of the Software or User Data may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording, or other means.

**C.** All use of the Device and the Software shall be in compliance with applicable law, including all local laws, such as building codes and regulations.

**D.** In using the Device (whether or not such use involves the use of the Software) you agree to take all necessary measures to prevent the unintended capturing of the biometric data of any unintended third-party.

## **6. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK**

**A.** All right, title, and interest, including all intellectual property rights, in and to the Software and Device shall be owned and retained by Company and/or its suppliers or licensors. You shall not engage in any act that interferes with Company's business or violates or infringes the intellectual property rights of the Company or any of its suppliers or licensors. Any rights not expressly granted by Company in this EULA are reserved. All Software is licensed and not sold, and any reference to "sale" or "purchase" shall mean the purchase of a license to the Software as set forth herein.

**B.** By providing Company any feedback, comments, questions, ideas, proposals or suggestions concerning the Device or Software or potential new features or functionality ("**Feedback**"), you acknowledge and agree that: (a) Company is under no obligation of confidentiality, express or implied, with respect to the Feedback, (b) Company may have something similar to the Feedback already under consideration or in development, and (c) Company may use, in any manner, including incorporation into future Devices or releases of the Software, the Feedback, without any credit or compensation to you.

## **7. CONFIDENTIALITY**

**A.** You acknowledge that Company may intentionally or inadvertently disclose, deliver, or permit access by you or your Invitees to information, data, or materials which are secret, proprietary, and/or confidential to Company, including as may be so designated by statute, regulation, or common law. All of the foregoing information, data, and materials are referred to collectively in this EULA as "**Confidential Information**" as that term is further defined and described below. Without in any way limiting the generality of such definition of Confidential Information, the term Confidential Information shall also expressly include the Software and all other data, information,

and materials disclosed to you by Company that Company identifies as secret, proprietary, and/or confidential, or that a reasonable person would expect to be confidential given its content or the circumstances surrounding its disclosure. All of the foregoing (1) shall apply irrespective of its field of use and whether it is: (i) owned by Company, leased, or licensed from third parties; (ii) intangible or tangible, but if tangible, regardless of form, medium, or physical format including paper documents, or graphic or machine readable media; and (iii) actually disclosed to you, but if actually disclosed, whether in whole or in part, or orally or in writing and (2) constitutes “Confidential Information.”

- B.** You shall hold all Confidential Information in the strictest confidence and shall not disclose or provide such Confidential Information to any third-party without the express written consent of Company, both during the term of this EULA and for a period of five (5) years after termination of this EULA; provided any source code or trade secrets you receive or have access to shall be held in confidence in perpetuity or for so long as such information remains a trade secret under applicable law, whichever occurs first. You shall not make any use of such Confidential Information whatsoever except such limited use as is required to use the Software in accordance with this EULA. You shall immediately notify Company in writing upon discovery or reasonable suspicion of any unauthorized access, use, or disclosure of Confidential Information or any other breach of this EULA and will cooperate with Company in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized access, use, or disclosure.
- C.** If you are required by a court or other body of competent jurisdiction to disclose any Confidential Information of Company, you may disclose only so much Confidential Information as is legally required; provided that you have: (i) immediately given notice of such compelled disclosure to Company to allow Company a reasonable opportunity to object to such disclosure, and (ii) cooperated fully with Company in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with such applicable legal requirements.

## **8. INDEMNIFICATION**

- A.** You agree to indemnify, defend, and hold harmless Company and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from and against any and all third-party losses, claims, damages, judgments, demands, actions, proceedings, investigations (whether formal or informal), and threats of any of the foregoing, and including expenses (including reasonable attorneys’ fees), or threats thereof, due to, arising out of or relating to your or your Invitees’: (i) breach of this EULA; (ii) violation of any law or regulation or the rights of any third-party; or (iii) use or management of the Software and/or your Device.
- B.** In the event of such a claim, suit, or action, Company will attempt to provide you notice of the claim, suit, or action at the contact information Company has on file (provided, that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of this EULA, or your access to the Software.

## 9. GOVERNING LAW AND JURISDICTION

- A. This EULA and all disputes arising out of or relating to the EULA shall be governed by, construed, and enforced in accordance with the laws of the State of New York in the United States, without regard to its conflict of laws principles. These disputes will be resolved exclusively in the federal and state courts in the State of New York and you and Company consent to personal jurisdiction in those courts.
- B. YOU AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

## 10. GENERAL TERMS

- A. This EULA (together with any terms or documentation provided with your Device) constitutes the entire agreement between you and Company with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements.
- B. You may not assign or otherwise transfer this EULA or any rights or obligations hereunder without Company's prior written consent. Company may assign this EULA or delegate any or all of Company's rights and responsibilities under this EULA to a third party, without notice to you.
- C. In the event that anyone (1) or more of the provisions of this EULA shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this EULA shall not be affected. The waiver by a party of any default or breach of this EULA shall not constitute a waiver of any other or subsequent default or breach. This EULA shall not be modified or amended, or the term of this EULA extended, except in a writing signed by a duly authorized representative of you and Company.
- D. The headings in this EULA are used for convenience of reference and shall not be deemed to modify or affect the interpretation of this EULA. The word **"including"** (in its various forms) means "including without limitation." References in this EULA or any Documentation to the words: (i) "ensure" and its derivatives mean to use commercially reasonable efforts to pursue the stated aim and under no circumstances imply or constitute any guaranty of results or outcomes or any express or implied legal covenant, warranty or representation; (ii) "best efforts," "commercially reasonable efforts," or "reasonable efforts" mean acting with diligence and good faith in the performance of the terms of this EULA; and (iii) "immediately" and terms of similar urgency mean promptly and without undue delay.
- E. This EULA and the rights and obligations hereunder: (i) are effective on the earlier of the date you first click on "accept" or "agree" when activating your Device or the date you otherwise first begin using your Device and (ii) shall continue unless and until terminated by Company for your breach (which Company can do following any such breach upon written notice to you) or by you no longer using the applicable Device. Upon termination, the rights and obligations granted hereunder shall terminate and you shall promptly cease any use of the Software. All provisions of this EULA that, by their nature, should survive any termination or expiration of this EULA shall expressly do so.
- F. Notwithstanding anything herein to the contrary, if you are a residence/facility owner or controller, or a certified installer, if you transfer your Device to a new owner, any such transfer will be subject to the terms and conditions of the applicable EULA then in effect. Users other than

residence/facility owners or controllers, or certified installers shall not transfer any Devices or credentials to use the Devices or Software.

- G.** You shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all consents, permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with the use and/or operations of the Device and/or Software, including any collection or use of personal data and/or personal information, as defined by applicable law.
- H.** You agree that the Software, Device, or documentation and other technical data related thereto or direct products thereof, will not be shipped, transferred, exported, or re-exported directly or indirectly into any country or used in any manner prohibited by the United States Export Administration Regulations (“**EAR**”) and any other export laws, restrictions, or regulations (collectively the “**Export Laws**”), as applicable to such Software, Device, or documentation and other technical data related thereto or direct products thereof. In addition, if the Software, Device, or documentation and other technical data related thereto or direct products thereof is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Cuba, North Korea, and the Crimea Region) and that you are not otherwise prohibited under the Export Laws from receiving the Software, Device, or documentation and other technical data related thereto or direct products thereof. All rights to use the Software, Device, or documentation and other technical data related thereto or direct products thereof are granted on condition that such rights are forfeited if you fail to comply with the terms of this EULA.