ANNEXES FOR SUBSCRIPTION SERVICES

Autronica Fire and Security

Valid from 22 December 2020

ANNEX I - Specific terms and conditions

for the right of use of Portal, Software and Support Services provided by Autronica

1. DEFINITIONS

Affiliates	means any entity which controls, is controlled by or is under common control of Autronica Fire and Security AS ("Autronica"), parent entity, Carrier Global Corporation. For purposes of this definition, "control" means direct or indirect ownership, also referred to in these terms and conditions as "subsidiary" or "subsidiaries".
Charges	means the fees and Expenses payable under this Contract by the Customer to Autronica in accordance with the Appendix 1 of the Order Form.
Cloud Computing	means a model for the fast provision of on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications and services), with minimal management effort or Autronica's interaction.
Connected Device	means a device that is connected at any time of the month, following the previous invoice cycle.
Contract	means the agreement, between Autronica and Customer, including these Annexes, the Order Form and any other documents incorporated or referenced herein.
Customer	means in this Contract the company who signs this Contract.
Customer's Representative	means the person identified in the Contract and its Annexes which has followed the Software training courses as "the Customer's Representative" (or such other person or persons who may be appointed from time to time by the Customer) who shall supervise the Maintenance and/or Support Services performed in the framework of the Contract by Autronica, including its subsidiaries' employees as well as their subcontractors (as the case may be).
Day(s)	means (a) calendar day(s).
Deliverable(s)	means the deliverable(s) to be provided by Autronica pursuant to this Contract and its Annexes.
Emergency Maintenance	means maintenance as a result of an urgent situation that requires an immediate solution to ensure the continuity and security of the Customer's services.

End-User	means the individual or entity who is making use of the Devices and the remote application and who falls out of scope of this Contract.
Expenses	means any costs incurred by Autronica in the performance of the Contract, which are not fees.
Foreground IPR	means all Intellectual Property and tangible work product conceived, created, acquired, or first reduced (i) that arise as a result of or in the context of any activity pursuant to this Contract, (ii) that involves the use of, or is based on, product descriptions, requirements or specifications provided by Autronica, (iii) in connection with activities for which Autronica had agreed to compensate Customer; or (iv) in connection with activities for which Autronica has been charged money.
Incident	Means an unplanned interruption to a Service or a reduction in the quality of a Service.
Intellectual Property	means all intellectual property rights in any part of the world and shall include, without limitation, patents (including, without limitation, supplementary protection certificates) utility models, registered and unregistered trade and service marks, business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs (including, without limitation, in relation to semiconductor products), copyrights and neighboring rights, authors rights, database rights, trade secrets, known how, inventions, technical or commercial knowledge, manufacturing or business processes methods and procedures and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing.
Interactive Services	means the ability of an End-User who has Software installed, who has agreed to the required terms and conditions of use with the Customer including payment of all applicable fees, and who has downloaded the Software from an authorized location on their mobile phone, tablet or other similar device to use such device to wirelessly control certain alarm or other properly authorized and equipped control panels and other devices to the extent such devices are enabled with appropriate Software and wireless connectivity compatible with the Software and other services as determined by Autronica. Interactive Services may be cancelled or changed (including modification of any existing service, removal of any existing service or addition of other services) at any time by Autronica in its sole discretion and without notice to Customer or End-User.
Order	means the document which includes the approval and acceptance of the Customer of the terms described in the body of the Contract and its Annexes.
Party/Parties	Autronica and/or the Customer separate and/or jointly, according to their meaning in the context of the specific clause, whereas Autronica can stand for both the Autronica company, its Affiliates and subsidiaries involved in this Contract.
Pre-existing Work	Means any documentation, information, data, methodologies, tools or materials which (i) exist as at the commencement date and which (ii) are owned by, or licensed by a third party as background Intellectual Property Rights to Autronica as at that date, and (iii) used by Autronica in connection with the performance of this Contract

Portal	Means the website established and maintained by Autronica and its Affiliates through which a licensed reseller can register, activate and/or deactivate authorized Products to enable/disable use of Interactive Services. The Portal may be removed or changed (including modification of any existing service, removal of any existing service or addition of other services) at any time by Autronica and its Affiliates in its sole discretion and without notice to the Customer or the End-User.
Problem	Any error, defect or nonconformity in the Software that is consistently reproducible.
Products	means any equipment or products manufactured by Autronica and its Affiliates or any third party including, without limitation, security communicators and control panels which are authorized and/or equipped by Autronica and its Affiliates to allow usage of Interactive Services.
Services	Means the services to be performed by Autronica under this Contract.
Services in Time and Material	Optional services which are agreed between the Parties and which are paid for by the hour and which hourly fees are concluded in the Order.
Software	means the Autronica owned and licensed web application, third party Software programs applications, and/or user interfaces supplied by Autronica herewith and any released version thereof, and corresponding documentation, associated media, printed materials, and online or electronic documentation intended to allow Customer (as defined in this Contract) to provide Interactive Services (as defined in this Contract) to Customers (as defined in this Contract) using their mobile phone, tablet or similar device.

2. CONTRACT

2.1.   Autronica is only bound to perform after its express and written acceptance of an Order. In respect of the Customer, the Order is binding even before the written acceptance by Autronica. Allowing Autronica to initiate a service will serve as sufficient proof of the Order by the Customer, as acceptance of the Contract and as permission to invoice the Software and Services involved.

2.2.   The terms and conditions of this Contract shall apply to all Orders which the Customer may place with Autronica as of the date of signature of the Order (the Effective Date). The terms and conditions of this Contract shall apply to any such Order, whether or not this Contract or said terms and conditions are expressly referenced in the Order or other document of purchase (including, without limitation, contracts, quotations, purchase orders, acknowledgments, order confirmation, shipping releases).

2.3.   At the sole initiative of Autronica, the Contract may be updated from time to time. Modifications to the Contract will be notified 30 days before entering into force and the new Contract is deemed to be accepted by the Customer, if not challenged within 30 days from the notice.

3. TERMINATION

3.1.   The Contract may be terminated:

a) By an agreement in writing between the Parties;

b) By either Party, effective upon 30 days after a written notice, if the other Party becomes the subject of any bankruptcy proceedings, receivership, or other insolvency proceedings or makes any assignment or other arrangement for the benefit of its creditors, or otherwise ceases to do business;

c) By Autronica, effective upon 30 days after a written notice of default, if the Customer did not remedy the breach of its obligations provided Contract;

d) By Autronica, (i) immediately if the Customer attempts to sell, assign, delegate, or transfer any of its rights and obligations under this Contract without having obtained Autronica's prior written approval, or (ii) upon 30 days after a change occurs in the ownership control of the Customer to the extent that a competitor of Autronica acquires a controlling interest (in this Contract the term "change in ownership control shall mean the change of 30% or more of equity shares or capital), or (iii) 30 days after being noticed thereto the Customer conducts its business in such a manner as to create actual or potential significant dissatisfaction such that, as determined by Autronica in its sole discretion, the goodwill associated with the Devices of Autronica may be adversely affected.

e) By Autronica in the event of breach by the Customer of its other obligations hereunder when they come due and the Customer does not cure such breach within thirty (30) days from receipt of a written notice given by Autronica.

f) By the Customer if Autronica breaches its obligations hereunder when they become due and does not cure such breach within thirty (30) days from receipt of a written notice given by the Customer.

g) A Party may terminate this Contract for convenience with effect from the end of a written notice period of no less than 30 days.

4. RIGHTS AND OBLIGATIONS AFTER TERMINATION

4.1.   All Autronica proprietary or confidential material in the Customer's possession must be returned to Autronica within thirty (30) days of termination.

4.2.   After termination of this Contract, according to one of the events described in Article 2 and without any liability to Autronica, access to the Portal will, automatically and without further notice, be blocked for the Customer. The Customer will have the right, from the date Autronica or the Customer issued the notice of termination until effective termination of the Contract, to retrieve its data (if any).

4.3.   Autronica will not be liable for any damages of the Customer or the End-Users due to the termination of the Contract and due to the blocked access of the Portal to the Customer.

5. INVOICING AND PAYMENT CONDITIONS

5.1.   The Charges are agreed between the Parties in the Order. Unless otherwise agreed, the fee corresponds to the type of Services selected, multiplied by the number of Connected Devices.

5.2.   The fees and pricing do not include VAT, nor present or future taxes imposed by the government. Except as stated below, costs for data traffic are excluded from the fees and pricing. Costs or fees which were not agreed in this article may be invoiced separately, upon the condition they are approved upfront between Parties.

5.3.   Prices may from time to time be subject to change by Autronica, by merely sending a notice letter to the Customer.

5.4.   The fixed Charges include :

a) A right to use the Portal and a right to resell the Software to its customers;

b) Support Services described herein and .

c) Data traffic referred to in the Order.

5.5.   All invoices are payable within thirty (30) days following the date mentioned on the invoice unless otherwise agreed.

5.6.   From the moment of expiry of the payment term the Customer is automatically liable to pay a late payment interest according to the Autronica General Sales Conditions.

5.7.   Amounts hereunder shall be considered to be paid as of the day on which funds are received on Autronica's bank account. Payments shall be effected on Autronica's company bank account only.

5.8.   The Customer is not entitled to offset or suspend any payment.

6.   LIABILITY AND INDEMNITY

6.1.   The Customer shall indemnify Autronica and hold it harmless against (i) any and all claims, damages, costs, obligations, and liabilities, which may arise out of or result from the failure of the Customer to comply with the obligations set forth in this Contract and its Annexes, (ii) any and all claims based on a breach of (third party) intellectual property rights and (iii) any and all claims from third parties for personal injury or death, or loss of or physical damage to third party tangible property if such injury or damage results from the negligence or wilful misconduct on the part of the Customer under this Contract.

6.2.   Should the Customer be only partially liable, indemnification will be proportionate thereto.

6.3.   Autronica shall take all reasonable commercial efforts to deliver the Portal, the Software and the Services to the Customer in accordance with the provisions of this Contract. The liability which Autronica may incur in relation with this Contract derives from a reasonable obligation and the Customer will have to provide proper proof of such liability. Given the nature and the technicality of computer Software applications and Portal, the Customer recognises and accepts that it is impossible to ensure that – under the current state of art – the Portal and Software will be free from flaws, errors or bugs or that the Portal and Software will function in all circumstances.

6.4.   Autronica shall only be held liable to remunerate the damages that were directly caused by Autronica. This remuneration will per claim be limited to the remuneration of the Charges.

6.5.   The maximum amount will apply regardless whether the claim is based on a contractual or non-contractual basis. Claims that are related to each other or that are similar or associated which each other shall be considered as one claim.

6.6.   The Customer shall inform Autronica in writing of any event which can engender Autronica's liability or of each loss suffered by the Customer, and this as soon as possible and at latest fifteen (15) days from the onset of such event or loss or, from the moment the Customer was aware or should have been aware of this event or loss. This must enable Autronica to determine the origin and causes of the detriments within a reasonable period of time. Failure to do so entitles Autronica to refuse any payment of damages and to reject any liability.

6.7.   Is excluded from liability:

a) The reimbursement by Autronica for all indirect or consequential damage, including financial or commercial losses, loss of profit, the increase in general costs, disturbance of the planning, loss of anticipated profits, loss of capital, loss of customers, lost opportunities, loss of data, loss of benefits, damage to and loss of files;

b) Damages caused by a fault or mistake of the Customer, and/or its customers;

c) The reimbursement for all direct and indirect damages resulting from the improper use of the Portal, Software and/or of the Services under this Contract;

d) Damages to the Customer, its customers and/or other third parties which results from a non-authorised access of the Portal, Software and/or Optional Services;

e) Damages to the Customer, and/or its customers, and/or third parties which results from termination of access to the Portal, the Software and/or hardware of third parties and/or of Autronica;

f)   Each liability in connection with the connectivity to the Portal or to the Software due to damages caused by e.g. interruption of the internet, VPN, GPRS, GSM, Wi-Fi etc. between the Customer and Autronica.

g)   Compensation for the damage that is wholly or partly caused by Software or hardware provided or created by third Parties, or by any other element of the Customer's business, or which was brought into the Customer's business after the signing of the Contract, unless upfront fully tested, validated and accepted by Autronica.

h)   Any compensation due omitting or a change to a certain functionality of the service, support or software.

6.8.   Autronica does not provide any warranty on the Portal, Software and Services.

6.9.   Nothing in this Annex or in the Contract shall limit the liability of a Party for fraud.

7.   CONFIDENTIALITY

7.1.   Each Party acknowledges that in the course of this Contract, a Party (the "Receiving Party") may receive Confidential Information which is disclosed by the other Party (the "Disclosing Party").

7.2.   The Receiving Party shall keep all Confidential Information confidential. The Receiving Party shall hold, using utmost care, all Confidential Information in trust for the Disclosing Party and shall not disclose Confidential Information to any other person. The Receiving Party shall safeguard the Confidential Information to the same extent that it safeguards its own confidential and proprietary information and in any event with not less than a reasonable degree of protection. Furthermore, the Parties may only use Confidential Information within the context of this Contract.

7.3.   Each Party agrees that before any of its employees, subcontractors and/or agents may be given access to Confidential Information, each such employee, subcontractor and/or agent shall agree to be bound by the terms of this Contract and any such rules, policies, standards, guidelines and/or procedures mentioned hereunder. Each Party agrees to be responsible for any breach of this Contract or of such rules, policies, standards, guidelines and procedures by its employees, subsidiaries, subcontractors and/or agents. Notwithstanding the return of any Confidential Information in accordance with this article, each Party and its employees, subcontractors and/or agents will continue to hold in confidence all Confidential Information, which obligation shall survive any termination of this Contract.

7.4.   In the event a Party (or any of its subsidiaries, or employee or its subcontractor) is requested or required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose any of the other Party's Confidential Information, it shall provide the other Party with prompt written notice so that other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. In the event that such protective order or other remedy is not obtained, or the other Party waives compliance with the provisions of the Contract, the first mentioned Party shall furnish only that portion of the Confidential Information which is legally required and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.5.   The Confidential Information of one Party may be disclosed by the other Party to any of its subsidiaries involved in this Contract.

7.6.   This obligation applies for the entire duration of the Contract as well as for a period of three (3) years after the termination of the Contract.

7.7.   Confidential information means any information, in any form whatsoever (oral, written, graphic, electronic, ...) which has been exchanged between the Parties, either before or after the signing of the Contract and of the Parties may reasonably assume that it should be regarded as confidential. Is considered to be confidential information, without this list being exhaustive:

a) All information which a Party transmits to, posts or stores on the Customer production environment it has contracted;

b) All unpublished prices and other service conditions of a party as well as all safety reports, product development plans, solution diagrams, possible designs and other property information and/or technology of a Party.

c) All unpublished reports, product development plans, solution diagrams, possible data centre designs and other property information and/or technology of a Party.

d) All information which is clearly indicated as confidential.

7.8.   Is not considered to be Confidential Information:

a) Information that has been obtained in a lawful manner from a third party which is not bound by any non- disclosure or secrecy obligation;

b) Information that a Party already knew before it was disclosed in the context of this Contract, except if it was generated and/or shared in a preceding contract (such as the actual development of the Customer applications and databases which are used in the Customer Login and the Customer Dashboard services);

c) Information which a Party himself develops without breaching the Contract;

d) Information which entered the public domain without the intervention or fault of the Party that received it;

e) Information that must be disclosed because of a decision of a court.

8.   INTELLECTUAL PROPERTIES

8.1.   The Parties agree that nothing in this Contract shall be interpreted as a transfer of any Intellectual Property Rights or ownership. Except for the Software, no other license shall be granted between the Parties. Each Party accepts and acknowledges the Intellectual Property Rights of the other Party. Hence, the respective Parties retain at all times all rights, titles and interest in and to the respective property rights, know how, inventions, and/or any other Intellectual Property Rights.

8.2.   Both Parties agree and acknowledge that all Foreground IPR will be the sole property of Autronica.

8.3.   The right of use of the Portal and the Software and the right to resell, is described herein, in the EULA and Reseller Contract.

9.   GENERAL PROVISIONS

9.1.   Modification. Any alteration of, or amendment to, this Contract, including its Annexes and Order, shall be in writing and signed by the duly authorized representatives of each party.

9.2.   Headings. The headings of this Contract are inserted for convenience of reference only and shall not affect the construction or interpretation of this Contract.

9.3.   Entire Contract. The Order form together with the Annexes I-VIII represents, constitutes and expresses the entire agreement between the parties with respect to the subject matter contained therein, and supersedes any previous or simultaneous oral or written communication, representations, understandings or agreements thereto.

9.4.   Waiver. Waiver of a breach or default under this Contract shall not operate as a waiver of any other breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Contract shall not constitute a waiver of such term or condition.

9.5.   Enforceability. If any provision of this Contract should be held to be invalid or unenforceable,

such invalidity or unenforceability shall not affect the remaining provisions of this Contract and the parties shall use their best efforts to amend the Contract to replace the provision which has been held to be invalid or unenforceable by a valid and enforceable provision which most closely achieves their initial intent.

9.6.   Assignment. The Customer shall not assign or transfer its rights or obligations hereunder to any third party without the prior written consent of Autronica. The Customer shall notify Autronica prior to any change of Control. Autronica may, at its discretion, cause some or its entire obligation under this Contract to be performed, and permit some or all of its rights hereunder related to the same to be exercised, by one or more of its Affiliates. By way of example, but without limiting the generality of the foregoing, an Affiliate may assume or perform one or more rights and obligations related to the sale of Products hereunder, including, without limitation, confirmation of orders; sale, transfer of title and/or delivery of Products; issuance of invoices and collection of payments. The Customer agrees that, without requiring evidence of assignment or delegation of authority, the Customer shall accept performance of Autronica's obligations, and exercise of its rights, by an Affiliate and shall accept and honour invoices issued and demands for performance of the Customer's obligations hereunder made by an Affiliate. Autronica may freely assign this Contract to a successor or assignee of its business division to which this Contract pertains.

9.7.   This Contract has been prepared and executed in the English language. In the event of any inconsistency between the English language version and any translation into any other language, the meaning and intent contained in the English language version shall prevail.

10. APPLICABLE LAW – JURISDICTION

This Contract shall be governed by and construed in accordance with Norwegian law. Any disputes regarding the Contract shall be submitted to the exclusive jurisdiction of the Courts of Trondheim, Norway, provided that Autronica may elect to bring proceedings in any other court within or outside Norway which would have jurisdiction in the absence of this jurisdiction clause.Software. If the Software fails to comply with this limited warranty, Licensor will at its option either (a) repair or replace the Software or (b) return the price you paid. This limited warranty is void if failure of the Software results from accident, abuse, modification, misapplication, misuse, abnormal use or a virus. This warranty will apply to any replacement Software for the remainder of the original limited warranty period or 30 days, whichever period is longer. You agree that the limited warranty in this Section is your sole and exclusive warranty and remedy with respect to the Software.