

Effective as of October 3, 2023.

## END USER LICENSE AGREEMENT AND TERMS OF USE

**WARNING: NEVER USE ANY NOKĒ® SMART ENTRY MOBILE APP WHILE DRIVING.**

### END USER LICENSE AND SERVICES AGREEMENT

READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. BY CLICKING ON THE “ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON OR CLOSE THE MOBILE APP AND LEAVE THE WEBSITE.

Janus International Australia Pty Ltd and its subsidiaries and affiliates (collectively, “Janus”) provide smart phone application software known, generally, as Nokē® Smart Entry secured by Nokē (“Nokē® Smart Entry”), and, with respect to the facility is located (the “Site”), and as otherwise specifically named by the Site, that permits users to communicate with or control services and devices so as to remotely, but securely, access storage and similar facilities as tenants.

This End User License Agreement and Terms of Use (“EULA”) is a binding legal agreement between you (the person accepting this agreement) and Janus. This EULA should be read carefully and understood fully as it governs your access to and use of the Nokē® Smart Entry Phone Application, including any and all software and documentation related thereto (collectively, the “Software”). As a condition to your use of the Software, you must read and accept all the terms and conditions in, and linked to, this EULA. Any attempt by you to modify the terms of this EULA shall be void and of no force and effect.

Janus may collect information from you or about or related to your use of the Software. A description of Janus’s practices, related to personal information and other data collected, are included in Janus’s Privacy Statement (<https://janusintl.au/privacy-policy>) and processed in accordance with our data processing agreement or similar data protection terms.

### **PART I**

#### **AGREEMENT TO THE TERMS**

**1. YOU AGREE TO THIS EULA EITHER BY (I) CHECKING THE BOX STATING, “I AGREE TO THE LICENSE AGREEMENT AND TERMS OF USE;” AND/OR (II) ACCESSING, DOWNLOADING OR USING THE SOFTWARE OR ANY PART THEREOF.**

**2. IF YOU DO NOT ACCEPT THIS EULA, YOU DO NOT HAVE A LICENSE TO, AND ARE PROHIBITED FROM USING, THE SOFTWARE, IN WHICH CASE:**

**A. YOU ARE NOT PERMITTED TO INSTALL, COPY, DOWNLOAD OR OTHERWISE USE THE SOFTWARE (OR ANY PORTION THEREOF); AND**

**B. YOU MUST IMMEDIATELY STOP USING OR ACCESSING THE SOFTWARE AND DELETE ALL RELATED MOBILE APPS, DEVICE CODE AND OTHER SOFTWARE OR MATERIALS MADE AVAILABLE TO YOU, IF ANY.**

## PART II

### REPRESENTATIONS AND ELECTRONIC CONSENT

- 1. Representations.** You represent and warrant that you are 18 years of age or older, authorized to enter into this EULA, and agree to be bound to the terms hereof.
- 2. Electronic Signature and Consent.** In accepting this EULA (by, for example, clicking on the “Agree” button), you consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for all purposes in connection with your use of the Software.

## PART III

### LICENSE

- 1. License Granted.** Subject to this EULA, Janus grants you a non-exclusive, personal, non-transferable, non-sublicensable, limited license (the “License”) to use the Software in connection with the business location where the Nokē® Smart Entry solution is to be deployed (i.e. the Site), solely by and for your internal business operations with your rental of and permitted access to the Site.
  - A. This License does not permit you to access or use the Software in connection with any unit at any facility other than your Site, unless otherwise been granted express, written permissions for such access.
  - B. You agree that Janus (or, if applicable, its licensors) has and will retain all right, title, interest, and ownership in and to the Software and all components thereof (including, but not limited to all modifications, improvements, and derivative works thereof), including any trademarks, copyrights, patents and trade secrets and other intellectual property and proprietary rights with respect thereto or contained therein.
  - C. Janus and its licensors reserve all rights and licenses not expressly granted to you.
  - D. Except for the License, no license is granted to you under this EULA, whether by implication, waiver, or estoppel.
  - E. The Software is licensed, not sold, to you for use only under this EULA. This EULA is a license and does not constitute a contract for the sale of goods or services. This EULA shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is expressly excluded.
- 2. License Fees.** You acknowledge that any agreement for license fees relating to your license to the Software is a matter between you and the Site, and Janus does not take payment from you. Janus has entered into a separate agreement with the Site for the payment of a fee. If the Site is in breach of its agreement with Janus, Janus may terminate its agreement with the Site and restrict your access to the Software.
- 3. Use of the Software; Disclaimers.** The Software is designed to allow users to wirelessly access gates, man-doors, elevators, slider doors, overhead doors, other potential access and/or storage units at the Site, as applicable. You acknowledge and agree as follows:
  - A. You are solely responsible for ensuring that the Software is properly installed on a device. Janus will have no responsibility or liability whatsoever for any failure of the Software due to your failure to properly install or update the Software which impedes or otherwise interferes with access to the Site or impedes or otherwise adversely affects other software or devices.

B. You are solely responsible for providing and paying for internet connectivity to operate the Software. Janus will have no responsibility or liability for interruptions of internet connectivity, whether localized to you or Janus or applicable to the Software as a whole.

C. The Software may automatically download and install in or on the Software certain updates and you hereby consent to such downloading and installation without any separate notice thereof from Janus. You also agree to receive and install such downloads.

D. You acknowledge that the Software by nature is subject to updates and amendments, and Janus may change the Software at any time where required to make improvements or otherwise make reasonable modifications to modify, discontinue, upgrade, add, adapt or otherwise change the Software without providing you prior notice provided that the Software continues to function as a locking system. Janus may post descriptions of changes to the Software on its Website. If you do not agree with any such changes, your sole and exclusive remedy is to not use the Software. Your continued use of the Software irrevocably confirms your acceptance of, and agreement to, such changes.

E. You understand that any Software or devices connected to the internet are subject to inherent risks common to the internet, such as hackers, viruses, and other harmful code and bad actors. Janus will have no responsibility or liability for wrongful acts or conduct of any third party committed through use of the internet that may affect you or the Software. The Software may not be available when the internet, your wireless connection, your mobile connection, or your mobile device is not working properly.

## **Part IV**

### **Third Party Services and Devices.**

You acknowledge and agree that:

1. Any communication in connection with the Software, whether to or from a third party device or software system that you use, shall be deemed a communication authorized by you. You agree that Janus may provide any third party suppliers with information regarding your access to and use of the Software. Without limitation, this includes information such as the date and time you access the Software in connection with the Sites.
2. You agree that Janus may monitor all interactions in connection with your access to and/or use of the Software.
3. Use of any device or service offered by a third party supplier in connection with the Software is subject to both this EULA and the terms and conditions of such third party supplier.
4. The Software may be used with products or services from third party suppliers that Janus did not provide, develop or manufacture. To the extent permitted by law, Janus has no responsibility or liability (i) for such products or services; (ii) the integration of the Software with such products or services; or (iii) any problems, injuries, losses, or damages caused by or attributable to such products or services.

## **Part V**

### **Limited Warranty**

#### **1. Limited Warranty; Disclaimer.**

A. To the extent permitted by law, the sole warranty provided by Janus with respect to the Software during the entire period when the License remains in effect is to use commercially reasonable efforts to correct or bypass a material defect in the Software, as determined solely by Janus based on Janus's then-current published specifications for the Software, subject to this EULA (the "Limited Warranty"). The Limited Warranty does not extend to you unless you have accepted this EULA and remain bound by this EULA. The Limited Warranty is for your benefit only and may

not be assigned to or enforced by any other person or entity. The Limited Warranty will not apply to, and Janus will have no liability or obligation with respect to, problems or damage resulting from, but not limited to, any of the following: (i) where not directly caused by Janus, any accident, modification, neglect, abuse, careless or incorrect handling, misuse or improper operation, disassembly, misapplication or use in unusual physical environments or under operating conditions not approved by Janus; (ii) problems relating to or residing in non-Janus hardware, software or other items with which the Software is used; (iii) use in an environment, in a manner or for a purpose for which the Software was neither designed nor in accordance with Janus's published documentation; (iv) installation, modification, alteration or repair by anyone other than Janus or its authorized representatives, and break-ins at the Site unrelated to products and/or services provided by Janus.

B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO THE SOFTWARE, ALL OF THE SOFTWARE, AND THE MATERIALS THAT ARE OR MAY BE PROVIDED BY JANUS ARE PROVIDED "AS IS", WITH ALL FAULTS AND JANUS HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ERROR-FREE OPERATION, ACCURACY, THE SOFTWARE INTEGRATION, OR QUIET ENJOYMENT, AND ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF CONDUCT, TRADE USAGE OR TRADE PRACTICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JANUS DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (I) THE OPERATION OF THE SOFTWARE, OR ANY WEB INTERFACE, MOBILE APP, DEVICE CODE OR OTHER SOFTWARE, DEVICE, OR PORTION OF THE SOFTWARE, IS OR WILL BE UNINTERRUPTED OR ERROR-FREE OR COMPATIBLE WITH ANY OTHER HARDWARE OR OTHER ITEMS USED BY YOU, (II) ANY DEFECT CAN OR WILL BE CORRECTED OR THAT THE SOFTWARE WILL BE AVAILABLE OR USABLE. YOU ARE SOLELY AT RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF THE SOFTWARE, AND THE MATERIALS SHALL BE WITH YOU. JANUS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE COMPATIBILITY OF THE SOFTWARE WITH ANY THIRD PARTY DEVICE OR SERVICE AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE COMPATIBILITY, INTERFACE, OR INTEROPERABILITY OF THE SOFTWARE WITH ANY SUCH THIRD PARTY DEVICE OR SERVICE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AN IMPLIED WARRANTY, AND, THEREFORE, THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION. WHERE APPLICABLE, ALL IMPLIED WARRANTIES WILL BE LIMITED TO THE PERIOD DURING WHICH THE LICENSE REMAINS IN EFFECT.

**2. Restrictions on Use.** You are not permitted to, and will not, use the Software, with any equipment for which it is not designed. You will not (a) use, or cause or permit any other person or entity to use, the Software or portion of the Software or any materials or other items made available by Janus (collectively, the "Materials") to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of the Software, or any other Materials, (ii) the transferring or purported resale, licensing or sublicensing of the Software or any other Materials, or (iii) the removal, delivery, or exportation of the Software or any other Materials, or any other act, in violation of any relevant export laws or regulations. You will use the Software for your own personal purposes only, and not for rent or for hire. You will: (a) not use the Software in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (b) not use the Software in any manner other than as intended by Janus and expressly permitted by this EULA; and (c) strictly comply with this EULA and any other requirements or restrictions requested or imposed by Janus from time to time.

## Part VI

### Operation and Security

**1. Operational Information.** You will regularly review and are responsible for regularly reviewing the instructions, FAQ, and user information available at <https://janusintl.au/noke>.

## 2. Password and Your Security Obligations.

A. Upon registering for the Software, you will receive a verification code that you will use to login into the Software for the first time. You will then be required to select a unique user ID (“ID”) and password (“Password”) to access the Software. You will select the initial Password. If you lose your Password, you may request Janus to issue you a randomly generated replacement Password. Upon receipt of such replacement Password, you must immediately access the Software to change such Password to a new Password selected by you. You are encouraged to change your Password regularly and to select a strong password (i.e., 12+ characters and a combination of upper and lower case, symbols (e.g., !@#%\$), and numbers). You are responsible for requesting Janus to issue you a new Password if needed for any reason. Repeated incorrect attempts to log-on may result in deactivation of your Password, in which event you will need to request Janus to issue to you a new Password. In the event of a security breach of your Password, you shall provide such assistance to Janus as may be requested by Janus in the investigation of any unauthorized use and any enforcement proceedings in connection therewith.

B. You acknowledge and agree that only one (1) user log-in account for the Software is available. If you choose to permit others to use your ID for the Software, you will ensure that such other users comply with this EULA and use your e-mail address and Password to log-in to the Software. You will be solely responsible for taking all steps as are necessary or prudent to safeguard your Password. You will be responsible and liable for any use of the Software by any person to whom you make your ID or Password available or to whom you otherwise make available any portion of the Software, as well as for all acts and omissions of others who use your ID whether or not such person’s use of your account or Password was authorized by you.

C. You acknowledge and agree that the Software has multiple security setting options. The Software’s default setting, and Janus’s recommendation, is the highest security level setting available on the Software. However, you have the option to set the Software to a lower level of security if you so choose. Janus will have no liability for any unauthorized access to or use of the Software, including as a result of your choice of security level settings.

D. You agree that Janus may, in Janus’s sole discretion, treat as you (or as an authorized user on your account) any person who presents your ID and Password or any other credentials that Janus deems sufficient for account access.

E. Janus may, from time to time, identify vulnerabilities or other bugs in the Software for which Janus may offer a patch or update. You agree to promptly implement and install any such patch or update as soon as such patch or update is made available.

F. You agree to not reverse engineer, perform penetration testing, or otherwise attempt to identify vulnerabilities in the Software without Janus’s prior written approval.

3. **Mobile Apps.** Without limiting any restrictions set forth elsewhere in this EULA, the License granted to you for any mobile app is limited to a non-transferable License to use the Software on any mobile device that you own or control.

The Software is licensed, not sold, to you for use only under this EULA. This license does not allow you to use the Software on any mobile device that you do not own or control, and you may not distribute or make the Software available over a network, or where it could be used by multiple devices at the same time. Without limiting any of the other restrictions set forth in this EULA, you may not rent, lease, lend, sell, redistribute or sublicense the Software, and you will not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with any mobile apps). Any attempt to do so is a violation of the rights of Janus and its licensors. If you breach this restriction or any other terms or conditions of this License, you may be subject to prosecution and damages. This EULA will govern any upgrades provided by Janus that replace and/or supplement the Software, unless such upgrade is accompanied by a separate license designated by Janus, in which case the terms of that separate license will govern. Janus does not guarantee that the Software will be available for, or function in connection with, all smart phones or other mobile devices. The additional content and services associated

with the Software may also change at any time in Janus's sole discretion. In order to use the Software, you must also purchase an appropriate data plan from your wireless carrier and all fees charged by Janus, if any. Janus is not responsible for overages or for actions that your wireless carrier may take against you for using data in violation of your wireless carrier's service terms.

#### 4. Additional Provisions for Mobile Apps.

A. The Software contains modules or code provided by Nokē, Inc.

B. You acknowledge that this EULA is between you and Janus only, and not with Nokē, and that Janus, not Nokē, is solely responsible for the content thereof.

C. You acknowledge that Nokē has no obligation whatsoever to furnish any maintenance and/or support services with respect to the Software.

D. To the maximum extent permitted by applicable law, Nokē has no warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Janus's sole responsibility (subject to the qualifications, disclaimers and limitations set forth in this EULA).

E. You acknowledge that (i) in the event of any third party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, Janus, not Nokē, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, (ii) Janus, not Nokē, is responsible for addressing any of your claims or those of any third party relating to the Software or your possession and use of the Software, including (A) product liability claims, (B) any claim that the Software fails to conform to any applicable legal or regulatory requirement, and (C) claims arising under consumer protection or similar legislation, in each instance, subject to the qualifications, disclaimers and limitations set forth in this EULA, and (iii) that, at Janus's option in its sole and absolute discretion, the sole remedy for any claim of infringement is replacement.

F. You acknowledge and agree that Nokē and Nokē's subsidiaries, are third party beneficiaries of this EULA, and that, upon your acceptance of this EULA, Nokē will have the right, and will be deemed to have accepted the right, to enforce this EULA against you as a third party beneficiary thereof. You acknowledge and agree that (i) You will not reverse engineer or in any other manner attempt to duplicate or enhance the Nokē Core, and (ii) You will not use or disclose the Object Code of the Nokē Core to anyone in any manner.

## Part VII

### Miscellaneous Terms

1. **EXCLUSION OF AND LIMITATION ON CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, JANUS SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY (i) LOSS OF PROFITS, BUSINESS OR DATA, (ii) INTERRUPTION OF ANY BUSINESS, OR (iii) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH IN THIS AGREEMENT. IN ADDITION, DAMAGES SHALL IN NO EVENT EXCEED THE GREATER OF \$100 OR THE AMOUNT OF LICENSE FEES (IF ANY) ACTUALLY PAID BY THE SITE TO JANUS DURING THE SIX (6) MONTH PERIOD PRECEDING THE LAST EVENT GIVING RISE TO SUCH LIABILITY.**
2. **Termination.** Janus and/or the Site may terminate your access to and use of the Software at any time if you fail significantly or persistently to strictly comply with this EULA including but not limited to reverse

engineering the Software. Janus reserves the right to modify or discontinue the Software at any time. You agree Janus may do so without liability.

3. **Indemnity and Release; Limitation of Liability.** You will, at your sole cost, release and indemnify, defend and hold Janus, its affiliates, and its and their respective distributors, dealers, resellers, providers, suppliers, licensors (including, but not limited to, Nokē), officers, directors, employees, agents, independent contractors and representatives (collectively, the “Indemnified Parties”) harmless from and against any and all losses, fines, settlements, fees, costs, damages, and expenses (including attorneys’ fees and costs and expenses of investigation and litigation) arising or resulting in any manner from your breach of or other failure to strictly comply with this EULA or from any access to or use of (or the inability to access or use) the Software, or any portion thereof and/or the Site caused or to the extent contributed by you.
4. **Limitation of Liabilities.** In the event that, notwithstanding this EULA, Janus is held to be liable to you, or any invitees, agents, employees or other person or entity, regardless of the legal theory asserted, whether arising out of contract, extra-contractually or in tort (including actions based on negligence, gross negligence, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability and whether related to the design, performance, use, defect or failure of the Software, then, and in that event and to the maximum extent permitted by applicable law, the limitation of Janus’s liability for any and all harm, damages, injury or loss will not exceed, in the aggregate, the greater of \$100 or the amount of License Fees (if any) actually paid by the Site to Janus during the six (6) month period preceding the last event giving rise to such liability.
5. **Limited Time to Assert Claims.** **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS EULA, OR THE SOFTWARE WILL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED.**
6. **Application and Binding Effect.** You understand and agree that this EULA will (i) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Janus and other Indemnified Parties, and (ii) be binding on your heirs, administrators, custodians, trustees, agents, successors, and assigns.
7. **Access to Software and Compliance with Laws.** You acknowledge and agree that you remain at all times solely responsible for any access to or use of the Software by or through your ID and Password. You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country, and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.
8. **Notices.** You will address any written notice to Janus to 370 Nudgee Road, Unit 7, Hendra QLD 4011, or another address designated in writing by Janus to you. Janus will address any written notice to you to your e-mail address provided when activating the Software, and you hereby consent to receive all notices and other communications relating to the Software (so long as you use the Software and for a period of up to 180 days thereafter) at such e-mail address and agree that you are solely responsible for monitoring such e-mail address and updating the e-mail address if necessary.
9. **Entire Agreement.** This EULA, including all exhibits, schedules, and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, and understandings of any nature whatsoever. There are no representations or warranties with respect to the subject matter of this Agreement other than those expressed herein.
10. **Waiver.** The failure of Janus to insist in one or more instances upon strict performance of the covenants of this Agreement, or to exercise any right or option herein contained, shall not be construed a waiver, or relinquishment for the future, and such covenant and/or right or option shall remain and continue in full force and effect. Any waiver shall be effective only if made in writing.

11. **Governing Law.** This Agreement and all schedules shall be governed in accordance with the laws of Queensland, Australia.
12. **Severability.** If any provision of this EULA or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this EULA, which will remain in full force and effect, and will be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates, successors, and assigns. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in this EULA will be upheld and applied to the maximum extent permitted by law.
13. **Contact Janus.** Any questions, complaints or claims regarding this EULA or the Software (including any Mobile App) should be directed to Janus at 370 Nudgee Road, Unit 7, Hendra QLD 4011, or another address designated in writing by Janus to you.
14. **Language.** This EULA may be provided in a language other than English as a convenience to you. Notwithstanding the existence of non-English language versions of this Agreement, you agree that the English language version is the only official version and in the event of a conflict between the English version and a version in any other language, the English version governs.