

SCHEDULE 7: PRODUCT SPECIFIC TERMS

SMART ACCESS

Description

The Smart Access Service is essensys' proprietary access control system and consists of a subscription software service delivered over the essensysCloud.

The Smart Access Service is made available for configuration and use at <https://connect.us.essensys.tech> and <https://connect.essensys.tech> (or any successor or alternate website designated by essensys from time to time).

Terms and conditions

The following terms and conditions apply to the Smart Access Service.

Smart Access Hardware

The Smart Access Service is a software-only service and works only in conjunction with pre-configured hardware (the "Smart Access Hardware") which is supplied and sold separately to the Smart Access Service.

essensys recommends that Customers use essensys' nominated third-party suppliers ("Recommended Suppliers") to provide and install Smart Access Hardware.

Customer's use of the Smart Access Hardware may be subject to terms and conditions of the manufacturer or third-party supplier of the Smart Access Hardware (including but not limited to the Recommended Suppliers).

Any and all Smart Access Hardware is a third-party component not provided by essensys. essensys makes no representation, warranty or commitment and, save for that liability that cannot be excluded at law, shall have no liability or obligation whatsoever in relation to the Smart Access Hardware, and any contract entered into by the Customer with any third-party supplier of Smart Access Hardware.

Customer shall refer any issues, maintenance or technical support requirements concerning the Smart Access Hardware or any other hardware used in conjunction with the Smart Access Service to the third-party supplier and/or manufacturer of such equipment.

Data Retention

During the Term, certain access control activity and event data stored in connection with the Smart Access Service shall be searchable and accessible by the Customer via the appropriate function(s) within the web user interface for up to one (1) year from the date such data is created by the Smart Access Service.

Warranties and limitations

essensys makes no representation, warranty, or commitment that the Smart Access Service will eliminate occurrences of the events which the Smart Access System is designed to detect or avert, including, without limitation, events such as break-ins, unauthorised access to property and robberies. To the fullest extent permissible at law, essensys expressly disclaims any and all liability arising from a failure to detect or avert.

THE SMART ACCESS SERVICE IS PROVIDED "AS IS" AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING BUT NOT LIMITED TO SATISFACTORY QUALITY AND FITNESS FOR PURPOSE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

essensys shall have no liability for the Smart Access Service where Smart Access Hardware other than that supplied and installed by a Recommended Supplier has been used in conjunction with the Smart Access Service.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ESSENSYS IS NOT AN INSURER AND THAT ESSENSYS IS NOT PROVIDING CUSTOMER WITH INSURANCE OF ANY TYPE.

FEES OR ANY OTHER SUMS PAID BY THE CUSTOMER TO ESSENSYS ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF:

- (I) CUSTOMER'S PHYSICAL FACILITIES OR PROPERTY,
- (II) ANYONE ELSE'S PROPERTY LOCATED AT CUSTOMER'S PHYSICAL FACILITIES, OR
- (III) ANY RISK OF LOSS OR INJURY AT CUSTOMER'S PHYSICAL FACILITIES.

THE AMOUNTS PAID BY CUSTOMER FOR THE SMART ACCESS SERVICE ARE BASED SOLELY ON THE VALUE OF THE CUSTOMER'S SUBSCRIPTION TO THE SMART ACCESS SERVICE.