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**HID Global Corporation**  
**General Sales Policy Rev I v. 6**  
(formerly "Global Sales Policy")

**Effective Date: September 30, 2017**

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THE TERMS AND CONDITIONS CONTAINED IN THIS HID GLOBAL CORPORATION GENERAL SALES POLICY ("**SALES POLICY**"), TOGETHER WITH THE HID GENERAL WARRANTY POLICY, THE HID INVOICE (OR OTHER HID BILLING DOCUMENT) AND ANY APPLICABLE RIDER, (COLLECTIVELY, THIS "**AGREEMENT**") CONSTITUTE THE TERMS OF SALE FOR ALL SALES OF PRODUCTS ("PRODUCTS") AND SERVICES BY HID GLOBAL CORPORATION AND THE ENTITIES THAT ARE PART OF THE HID CORPORATE GROUP (COLLECTIVELY, "HID") TO CUSTOMER THAT PURCHASES PRODUCTS DIRECTLY FROM HID (HEREINAFTER, "CUSTOMER"), UNLESS SUCH HID CORPORATE GROUP ENTITY SPECIFIES OTHERWISE IN WRITING. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN HID AND CUSTOMER WITH RESPECT TO ALL MATTERS WHICH ARE REFERRED TO THEREIN, AND SUPERSEDES ANY PREVIOUS AGREEMENT(S) BETWEEN THE PARTIES. CUSTOMER AGREES THAT ALL OTHER TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY CUSTOMER IN CONNECTION WITH AN ORDER OR PURCHASE) ARE EXPRESSLY EXCLUDED AND REJECTED BY HID, AND ARE OF NO FORCE OR EFFECT, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY HID AND CUSTOMER. HID SHALL NOT BE BOUND BY ANY TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING ANY PREPRINTED TERMS THAT MAY APPEAR OR BE REFERENCED IN ANY CUSTOMER PURCHASE ORDER OR ANY OTHER COMMUNICATIONS, IRRESPECTIVE OF WHETHER HID ACCEPTS OR ACKNOWLEDGES (OR IS DEEMED TO ACCEPT OR ACKNOWLEDGE BY SHIPMENT OR OTHERWISE) SUCH PURCHASE ORDER OR COMMUNICATION, OR PROVIDES OR DELIVERS PRODUCTS OR SERVICES FOLLOWING RECEIPT OF SUCH PURCHASE ORDER OR COMMUNICATION. ALL HID QUOTATIONS SHALL BE DEEMED TO INCORPORATE THESE STANDARD TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROVIDED BY A CUSTOMER SHALL BE DEEMED OBJECTED TO BY HID WITHOUT FURTHER NOTICE OF OBJECTION AND SHALL BE OF NO EFFECT NOR UNDER ANY CIRCUMSTANCES BE BINDING UPON HID.

HID'S OFFER TO MAKE SALES TO CUSTOMER AND HID'S ACCEPTANCE OF CUSTOMER'S OFFER TO MAKE PURCHASES FROM HID ARE EXPRESSLY CONDITIONAL ON CUSTOMER'S AGREEMENT TO THE "**GENERAL TERMS**" APPEARING IN PART I, AND THE ADDITIONAL TERMS APPEARING IN PART II, "**RESELLER TERMS**," WHICH SHALL ALSO APPLY TO CUSTOMER IF CUSTOMER ENGAGES IN THE RESALE OR ANY OTHER FORM OF REDISTRIBUTION OF ITEMS PURCHASED FROM HID, AND ANY APPLICABLE RIDER. HID AND CUSTOMER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A "**PARTY**" OR COLLECTIVELY AS THE "**PARTIES**."

HID RESERVES THE RIGHT TO AMEND ITS SALES POLICY AND THE HID GENERAL WARRANTY POLICY FROM TIME TO TIME. ANY SUCH AMENDMENT WILL BE REGARDED AS APPROVED UPON RECEIPT OF WRITTEN NOTICE (INCLUDING PRINTABLE EMAIL) TO CUSTOMER, UNLESS CUSTOMER SENDS AN OBJECTION IN WRITING (INCLUDING EMAIL) WITHIN SIX WEEKS AFTER RECEIPT OF SUCH NOTICE. HID WILL ADVISE CUSTOMER IN THE NOTICE REGARDING SUCH EFFECTS. ANY SUCH AMENDMENT WILL TAKE EFFECT ONCE SUCH AMENDED TERMS ARE REGARDED AS APPROVED AS SET FORTH ABOVE, AND SHALL THEREAFTER APPLY TO ALL ORDERS RECEIVED FROM CUSTOMER.

BY PLACING ORDERS WITH HID, CUSTOMER AGREES THAT THIS AGREEMENT FORMS THE ENTIRE AGREEMENT THAT GOVERNS EACH ORDER SUBMITTED BY CUSTOMER TO HID. IF ANY DOCUMENTS THAT FORM THIS AGREEMENT CONFLICT, PRIORITY OF TERMS SHALL BE AS FOLLOWS IN DESCENDING ORDER: GENERAL WARRANTY POLICY, SALES POLICY, ANY APPLICABLE RIDER.

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**PART I. General Terms**

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# HID Global General Sales Policy

## 1. Credit Limit; Payment Terms

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### A. Credit Limit:

The approval of credit and CUSTOMER'S credit limit, if any, are determined solely by HID Credit Department. HID reserves the right to terminate or change CUSTOMER'S credit limit at any time.

### B. Payment Terms:

CUSTOMER shall pay the undisputed portions of HID's invoices within thirty (30) days from the date on the invoice. All fees paid are non-refundable, and CUSTOMER has no right to set-off any amount invoiced to CUSTOMER. Any notice of error in an HID invoice must be received by HID in writing at the HID address shown on the relevant invoice within ten (10) business days of the date on the invoice, after which period the HID invoice shall be deemed undisputed.

Payments will be made only in the currency listed on HID's invoice and to the address or account listed on the front of HID's invoice. **HID's pricing is based on the thirty (30) day payment terms. HID's acceptance of any deviation from these payment terms is at HID's sole discretion and may be conditioned on CUSTOMER'S acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to HID.**

Undisputed amounts which remain unpaid for thirty (30) days or more after the date on the invoice are overdue. In addition to any other available remedy, HID reserves the right to suspend shipment(s), terminate pending orders or any offer to make sales to CUSTOMER, and charge interest at a monthly interest rate of 1.5% (or the maximum permitted by applicable law, whichever is less) on those undisputed amounts remaining overdue.

## 2. Prices

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The prices for Products and Services sold hereunder will be the prices as shown on the HID order confirmation, if any, provided to CUSTOMER and in effect at the time of order confirmation, or as otherwise agreed upon between CUSTOMER and HID; provided, however, that if such prices are based on the purchase of a particular volume and CUSTOMER fails to purchase such volume, HID shall have the right (in addition to any other remedies available at law) to collect from CUSTOMER the difference between the price paid by CUSTOMER and the price for such items commensurate with the quantity actually purchased by CUSTOMER. HID reserves the right to change its prices at any time and without notice; provided, however, no change to HID's pricing shall affect any CUSTOMER orders that have been previously accepted by HID.

## 3. Taxes

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Prices do not include, and CUSTOMER shall pay, any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, duty or other like taxes relating to the sale, delivery, receipt, payment for or use of Products or Services, including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("Taxes"). If HID is required to collect any Taxes, such Taxes will be itemized separately on the invoice and paid by CUSTOMER. HID will accept a valid Tax exemption certificate from CUSTOMER, if applicable. If an exemption certificate previously accepted by HID is not recognized by the relevant governmental taxing authority, CUSTOMER agrees to promptly reimburse HID for any Taxes covered by such exemption certificate which HID is required to pay.

## 4. Order Changes and Cancellation; Non-Warranty Standard Product Returns

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### A. Standard Product:

"Standard Products" are defined as all Products that are listed on HID's published price list in effect at the time the order is placed and that are not Custom Products.

For clarity, the following products, unless otherwise specified in writing by HID Global, are Standard Products:

- card readers and access control panels (standard factory configuration)
- card printers
- card printer film
- overlaminates and other printer consumables
- Ultracard credentials
- AsureID, ActivID, ActivClient, 4TRESS, PIVCheck and EasyLobby software.
- HID 125 khz card readers (standard factory configuration)
- Indala 125 khz card readers (standard factory configuration)

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- HID Global 13.56 mHz iCLASS card readers (standard factory configuration)
- card reader accessories
- credential accessories
- VertX and Edge controllers (standard factory configuration)
- Fargo card printers
- Fargo card printer film, overlaminates and other consumables
- Fargo printheads and accessories
- Fargo printer spare parts and cleaning kits
- pivCLASS authentication modules & software
- pivCLASS contactless and contact smart card readers
- pivCLASS bundles, evaluation kits and accessories

### **None of the following are considered Standard Products:**

- cards (including without limitation VeriMark and HoloMark cards)
- custom thermal transfer film
- custom holographic overlaminates
- custom holographic INTM film
- tags
- keys
- keyfobs
- transponders
- tokens
- authentication devices

CUSTOMER may submit changes and cancellations to orders for Standard Products at no additional cost to CUSTOMER within twenty-four (24) hours of HID's confirmation of CUSTOMER'S order. Thereafter, (i) order changes for Standard Products shall be subject to a surcharge of ten percent (10%) of the then current chargeable amount for the affected portion of the order, and (ii) order cancellations shall be subject to a surcharge of twenty percent (20%) of the then current chargeable amount for the affected portion of the order. Application of any of the aforementioned surcharges shall be at HID's sole discretion.

### **B. Custom Products:**

"Custom Products" are defined as any Product that is modified or customized for CUSTOMER by HID prior to delivery to CUSTOMER. For clarity, the following products, unless otherwise specified in writing by HID Global, are considered Custom Products:

- all pre-programmed cards, tags, keys, transponders, tokens, authentication devices,
- cards, tags, keys, transponders, token, readers, controllers, appliances, thermal transfer film, holographic film, holographic overlaminates, and any hardware devices with custom artwork, custom marking, custom packaging, custom programming, custom configuration and/or custom printing, and
- any Product that has undergone custom-engineering, modification or configuration.

By way of example, custom-engineering, modification or configuration may include, but is not limited to, custom firmware, software, size, packaging, configuration, Product housings that are not HID's published standard color, form, fit or function, or non-standard item quantities, as well as changes made to Product by CUSTOMER, including changes to housing, programming and operation.

### **C. Order Changes and Cancellations for Custom Products:**

EXCEPT FOR VALID WARRANTY CLAIMS, NO ORDER CANCELLATIONS OR RETURNS FOR CUSTOM PRODUCTS ARE PERMITTED AFTER HID'S ORDER ACCEPTANCE. ALSO, ORDERS FOR CARDS OR OTHER CREDENTIALS PLACED BY CUSTOMER UNDER HID'S PRIORITY PLUS SERVICE PROGRAM ARE NON-CHANGEABLE AND NON-CANCELABLE.

Order changes for Custom Products require a signed approval of the Product specification by both HID and CUSTOMER, a purchase order by CUSTOMER, and an order acceptance by HID. Requested changes for Custom Product orders that are received and agreed to by HID within four (4) weeks of HID's designated shipment date shall be subject to a twenty percent (20%) surcharge plus any additional fees or costs related to CUSTOMER'S requests for Product changes.

### **D. Non-Warranty Product Returns for Standard Products:**

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Subject to the conditions described below, HID will issue to CUSTOMER a credit equal to the purchase price (treatment of associated taxes, VAT, or the like subject to applicable law), minus a twenty percent (20%) restocking charge, for all HID approved returns for Standard Products only.

Standard Products may only be returned for credit within one (1) year from the original purchase order date. The Standard Product must be new and in complete, undamaged, original factory packaging. Credit will not be issued for damaged, shop worn or previously installed Standard Products, or for Standard Products which have missing parts or which have defaced or damaged packaging.

Freight to HID's facility will be at CUSTOMER's expense, and CUSTOMER shall retain Title and risk of loss or damage until received at the HID facility.

The process for submitting Standard Products to HID for a reason other than a warranted Product defect is as follows:

- i. CUSTOMER shall inform HID Customer Service that CUSTOMER wishes to return Standard Product(s) for a reason other than a warranted Product defect. For convenience, an RMA Request Form can be obtained from HID's web site at <http://www.hidglobal.com/rma> and used for submission of this request.
- ii. CUSTOMER shall provide HID Customer Service with the following:
  - a. The part number and, if available, the serial number of the Standard Product(s), and the reason the Standard Product is being returned.
  - b. The original Purchase Order number.
- iii. Upon HID's acceptance of the return request, HID will issue an RMA number to CUSTOMER.
- iv. CUSTOMER must ship the Standard Product(s), with the RMA number clearly marked on the package, to an HID Sales Office within thirty (30) days of HID's issuance of an RMA number. Any package returned to HID without an RMA number or with a ship date later than thirty (30) days after issuance of HID's RMA number will be refused and shipped back to CUSTOMER.
- v. CUSTOMER will be issued a credit for the purchase price of the appropriately returned Standard Product(s), less the 20% restocking charge.

### E. Product Warranty:

For applicable Product warranty, please see the General Warranty Policy available at <http://www.hidglobal.com/warranty-policy> or from CUSTOMER'S local sales representative, and any relevant warranty terms included with the Product documentation.

### 5. Order Acceptance and Shipment (Product Availability)

HID is under no obligation with respect to CUSTOMER'S order until HID confirms its acceptance of the order to CUSTOMER. Upon acceptance of an order by HID and the satisfaction of all HID prerequisites prior to delivery, HID shall ship the Product and any associated Product documentation to CUSTOMER, by full or partial shipment, in tangible form or via electronic delivery (if available), in accordance with HID's order confirmation. All Product and documentation delivered in a tangible form shall be shipped FCA HID's site (INCOTERMS 2010), and shall be deemed shipped upon being made available to CUSTOMER'S carrier at HID's site. Title and risk of loss or damage to hardware product, documentation media, and software media shall pass from HID to CUSTOMER upon presentation to CUSTOMER'S carrier at HID's site. Notwithstanding the FCA (INCOTERMS 2010), all fees associated with customs formalities, including, import and export, are CUSTOMER'S sole responsibility. In the event that CUSTOMER desires, HID will arrange transport and add Freight and Handling charges to the CUSTOMER'S invoice. **All documentation and software is licensed (not sold) under the terms accompanying the documentation or software.**

HID will assign estimated shipment dates on orders based on the availability of Product and HID's acceptance of CUSTOMER'S order. HID will make commercially reasonable efforts to meet its assigned shipment dates. **However, HID will not be liable for its failure to meet such dates.** If CUSTOMER requests or otherwise causes HID to store Products beyond the assigned shipment date, CUSTOMER will be invoiced for the total price of the stored Products and the costs of the storage and insurance on such Products. **HID shall have no liability to CUSTOMER for delayed or cancelled shipments due to HID's compliance with applicable trade or export regulations or sanctions.**

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## 6. Minimum Order Requirements and Packaging

The minimum acceptable order value is U.S. \$100.00 (or its equivalent in local currency) for all orders. The minimum acceptable order quantity for all Standard Product credentials, tokens, cards, tags and keys is 100 units. The minimum acceptable order quantity for credentials/tokens/cards/ with custom artwork, design or configuration or cards that differ in size from a standard credit card (2 1/8" X 3 3/8") is 500 units. The minimum acceptable order quantity for tags/keys/keyfobs with custom artwork, design or configuration is 10,000 units. The minimum ProxPass® tag order quantity is 10 units. The minimum order quantity for certain smart card products and associated software may vary by model. Contact HID Global Sales or Customer Service to confirm prior to ordering.

HID will package the Products in accordance with its customary practices. CUSTOMER shall pay or reimburse HID for the costs of any special packaging requested by CUSTOMER. HID shall accommodate any such request in its sole discretion.

## 7. Product Availability and Design

HID reserves the right to discontinue the manufacturing of any of the Products, to make changes in any Product design, or to make modifications to the Products at any time that do not affect the form, fit or function of the Product without prior notice to CUSTOMER. In any such event, HID will not be required to change Product previously sold to CUSTOMER. No part of this paragraph will be deemed to affect any CUSTOMER orders that have been previously accepted by HID.

## 8. Limitations of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR HID'S INDEMNITY OBLIGATIONS IN SECTION 11, THE TOTAL LIABILITY OF HID AND ITS SUPPLIERS FOR ALL DIRECT DAMAGES RELATING TO OR ARISING FROM THIS AGREEMENT, IN THE AGGREGATE, WHETHER ARISING FROM HID'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE (WHETHER ACTIVE, AFFIRMATIVE OR GROSS), STRICT LIABILITY, OR OTHER TORT, OR ANY SERVICE PROVIDED IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT HID RECEIVED FROM CUSTOMER FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. HID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR SERVICE OR ANY SYSTEMS IN WHICH A PRODUCT IS INCORPORATED.**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR HID'S INDEMNITY OBLIGATIONS IN SECTION 11, IN NO EVENT SHALL HID BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF HID HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SPECIFIED HEREIN.**

## 9. Ownership

HID and its licensors retain all right, title and interest in any software, firmware, documentation and any HID trademarks made available to CUSTOMER under this Agreement; all translations and derivatives works of the foregoing; and all HID intellectual property rights embodied in or relating to the foregoing, as well as all HID intellectual property rights embodied in or relating to the HID hardware. All software is licensed, not sold. Any goodwill arising from CUSTOMER'S use of the HID trademarks will inure solely to HID. No right or license is granted to CUSTOMER except as expressly set forth herein, and HID hereby reserves all rights not expressly granted to CUSTOMER in this Agreement. CUSTOMER shall take no action that might impair in any way any right, title, or interest of HID in or to the software, firmware, documentation or trademarks or other HID intellectual property or confidential information. CUSTOMER agrees to maintain the copyright, trademark and other notices that appear on the HID Products, including on any associated media.

## 10. Services

If CUSTOMER is purchasing any services from HID (the "Services"), the following terms shall apply to those Services unless CUSTOMER and HID have signed a written agreement to the contrary. HID warrants that all Services will be performed in a professional manner consistent with generally accepted industry standards. If there is a breach of the foregoing warranty, CUSTOMER'S sole and exclusive remedy, and HID's sole and exclusive liability, will be to re-perform the Services at no additional charge to CUSTOMER. For the

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avoidance of doubt, the limitation and exclusions of liability in Section 8 above shall also apply to any Services. Absent a written agreement between CUSTOMER and HID that provides otherwise, HID shall own all right, title and interest in and to any inventions, technology, developments or other innovations that result from the Services. All Services and deliverables shall be deemed accepted upon delivery or completion of the Services or deliverables, as applicable.

### 11. Indemnification

**A. Indemnification Scope.** Unless expressly provided otherwise in writing in the applicable EULA, software license agreement or other contract document governing the use of the software product ("Software") in question, the indemnification in this Section 11 applies to all HID, ActivIdentity, EasyLobby, Lumidigm and Quantum Secure branded Software. This indemnification covers CUSTOMER, end users of the Software and HID authorized resellers of the Software (in each case, an "Indemnitee").

**B. Indemnity Terms.** HID will indemnify, defend and hold each Indemnitee harmless from and against any claim brought by a third party against Indemnitee to the extent such claim alleges that any Software directly infringes any intellectual property rights of such third party ("Claim"), and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against any Indemnitee by a court of competent jurisdiction or agreed to in a written settlement agreement signed by HID arising out of such Claim; provided that Indemnitee: (i) gives HID prompt written notice upon learning of a Claim or potential Claim; (ii) allows HID to assume sole control of the defense of such Claim and all related settlement negotiations; and (iii) reasonably cooperates with HID, at HID's request and expense, in the defense or settlement of the Claim, including the provision of all assistance, information and authority reasonably requested by HID. Notwithstanding the foregoing, HID shall have no liability for any claim of infringement based in whole or in part on (a) the use of a superseded or altered release of the Software to the extent that the infringement would have been avoided by the use of a current unaltered release of the Software provided by HID or its affiliates to the Indemnitee, (b) the modification of the Software by anyone other than HID or its authorized agents to the extent that the infringement would have been avoided but for such modification, (c) the use of the Software other than in accordance with the documentation accompanying the Software or the applicable license agreement, (d) the combination of the Software with other software or hardware not provided by HID, where the combination causes the infringement and not the Software standing alone, (e) third party software, including open source software, incorporated in the Software, or (f) product features based on published standards where there was no non-infringing way to implement such standards.

**C. Infringement Remedy.** If any Software, or any material portion thereof, is held by a court of competent jurisdiction to infringe, or if HID believes that the Software may be subject to a Claim or held to infringe, HID shall, in its discretion and at its expense (i) replace or modify the Software so as to be non-infringing, provided that the replacement Software provides substantially similar functionality; (ii) obtain for Indemnitee a license to continue using the Software; or (iii) if non-infringing product or a license to use the Software cannot be obtained upon commercially reasonable terms, as determined solely by HID, HID may (a) terminate the license for the affected Software (as applicable) and (b) upon return of the Software by Indemnitee or certification of its destruction, refund a pro-rated portion of the license fees or other charges paid by Indemnitee to HID (or its affiliate company) for such Software (for perpetual licenses, as depreciated on a four-year straight-line basis and for term limited licenses, for the unused remainder of the term) and, if applicable, the unused portion of any prepaid support fees that directly relate to such Software. The indemnity provided herein states HID's and its affiliate companies' entire liability and Indemnitees' sole and exclusive remedy for any claim of intellectual property infringement by, or with respect to, the Software.

### 12. Miscellaneous

**A. Compliance with Law.** Each Party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in connection with the receipt, sale, use and/or operation of Products and/or Services purchased from HID. Regardless of any disclosure made by CUSTOMER to HID of the ultimate destination of the Product, CUSTOMER agrees not to export, either directly or indirectly, any Product or system incorporating such Product without complying with all applicable export control laws, including, without limitation, United States export regulations as applicable. Products are certified with for use in many countries with the appropriate country certification agencies, but HID cannot certify all Products for use in all countries. Therefore, it is the responsibility of CUSTOMER to determine if Products purchased by CUSTOMER can be imported and used in every country into which CUSTOMER seeks to import the Products purchased by CUSTOMER.

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**B. Independent Contractor.** Nothing in this Agreement is intended to create a partnership, franchise, joint venture or agency, or a fiduciary or employment relationship. Neither Party may bind the other Party. Except as otherwise set forth herein, each Party shall bear its own costs and expenses in performing this Agreement.

**C. Governing Law, Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas without giving effect to Texas' conflicts of laws principles thereof. Any action, suit or proceeding relating to this Agreement shall be brought in the appropriate federal or state court located in Travis County, Texas, and each party hereby consents to such jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**D. Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, however, (i) either Party may assign this Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise, provided that CUSTOMER may not assign this Agreement to a competitor of HID without HID's express written consent; and (ii) HID may assign this Agreement to any of its affiliated companies. Any attempted assignment in violation of this section will be void and of no effect.

**E. Force Majeure.** Neither Party shall be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to act of God, acts or omissions of the other Party, man-made or natural disasters, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

**F. Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

**G. Waiver.** No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the Party claimed to have waived or consented. Should either Party consent, waive, or excuse a breach by the other Party, such action shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

**H. Press Releases.** Any and all press releases and other public announcements relating to the existence or terms of this Agreement or the underlying transactions between the Parties, or referring to the other Party in relation to this Agreement, including the method and timing of such announcements, must be approved in advance by the Parties in writing.

**I. Conflicting Terms.** If any conflict shall arise between the terms appearing in the component documents of this Agreement and any Rider, Exhibit or Schedule attached hereto or incorporated by reference, the terms appearing in the Rider, Exhibit or Schedule shall prevail.

# HID Global General Sales Policy

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## PART II. Reseller Terms

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**The following additional terms apply to CUSTOMER if CUSTOMER engages in the resale or any other redistribution of HID Products and Services.**

### **1. License Grant**

Subject to CUSTOMER'S compliance with the terms and conditions of this Agreement, HID hereby grants CUSTOMER a non-exclusive, non-transferable, non-sub-licensable (except for sub-distribution as may be provided herein) limited right and license during the term of this Agreement: to use HID trademarks as contained on or within the Products or their accompanying documentation in connection with CUSTOMER'S permitted marketing, resale and distribution of the Products, and to sublicense such rights for the purposes of authorizing sub-distributors to do the same. Any use of HID's trademarks by CUSTOMER independently of the HID Products or associated documentation on which the HID trademarks are supplied to CUSTOMER is subject to the prior written approval of HID and must in all cases be made in accordance with HID's branding, copyright and trademark guidelines and policies.

### **2. CUSTOMER'S Restrictions and Covenants**

For some Products, HID may require information from CUSTOMER regarding the end user, including end user name, number of users and any other information reasonably requested by HID. CUSTOMER represents, warrants, and agrees: (a) not to modify or create any derivative work of any Product or any part thereof without HID's prior written consent; (b) not to decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from any software provided to CUSTOMER by HID or any firmware provided with HID hardware; (c) to take such security measures to protect HID's rights with respect to the HID Products, software, firmware and trademarks as CUSTOMER uses to protect its own products, software, firmware, and trademarks, which measures shall at least be reasonable under the circumstances; (d) to comply with the U.S. Foreign Corrupt Practices Act; and (e) to comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of any product, technology or information it obtains from HID pursuant to this Agreement in violation of such laws, restrictions or regulations.

### **3. CUSTOMER'S Marketing Obligations**

In marketing HID Products and Services and performing its obligations under this Agreement, CUSTOMER shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HID or to any HID Products or Services; (b) not make any representations, warranties or guarantees concerning the HID Products or Services that are inconsistent with or in addition to those made in this Agreement or in documentation or written marketing materials provided to CUSTOMER by HID; (c) where permitted by law, not advertise the sale of any Product to end users for less than the price HID provides to CUSTOMER; and (d) comply with all applicable country, state, and local laws and regulations in performing its obligations under this Agreement. CUSTOMER shall be solely liable for any warranties or representations that CUSTOMER makes regarding the Products and/or Services beyond those warranties expressly offered to CUSTOMER by HID or otherwise contained in HID's generally available marketing materials, unless expressly agreed to in writing by an authorized representative of HID.

### **4. End User Support and Technical Certification**

CUSTOMER shall be responsible to provide to CUSTOMER'S end user customers first line installation, operation and support for the HID Products and Services. For certain Products, CUSTOMER'S authorization to resell HID Products and Services is additionally conditioned upon CUSTOMER'S compliance with HID's technical certification requirements and CUSTOMER'S maintenance of technically certified personnel and related facilities, if any, necessary to provide direct support to its end user customer of the Products. CUSTOMER shall be responsible for all fees and expenses relating to CUSTOMER'S attendance of HID training (unless otherwise expressly excluded herein), including but not limited to the costs associated with CUSTOMER'S travel, food and lodging when attending training at HID's facilities; or HID's reasonable travel, food and lodging costs if CUSTOMER request HID to provide training at CUSTOMER'S facilities.

### **5. Subdistributors**

Subject to CUSTOMER'S compliance with the terms and conditions of this Agreement, CUSTOMER may resell and distribute HID Products and Services through subdistributors.

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# HID Global Corporation General Sales Policy Rider: Sales of Product and Services by HID Asia Pacific Ltd.

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Together with the main text of the "HID Global Corporation General Sales Policy" the following provisions shall apply to all sales of products and services made by HID Asia Pacific Ltd. The provisions provided herein shall replace, in their entirety, the respective provisions contained in the main text of the "HID Global Corporation General Sales Policy," as set forth below (for purposes of clarity, no provision of the General Sales Policy main text is deemed removed unless expressly replaced by corresponding provisions herein or described as deleted in this Rider):

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## PART I. General Terms

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### 1. Credit Limit; Payment Terms

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#### B. Payment Terms:

CUSTOMER shall pay the undisputed portions of HID's invoices within thirty (30) days from the date on the invoice. All fees paid are non-refundable, and CUSTOMER has no right to set-off any amount invoiced to CUSTOMER. Any notice of error in an HID invoice must be received by HID in writing at the HID address shown on the relevant invoice within ten (10) business days of the date on the invoice, after which period the HID invoice shall be deemed undisputed.

Payments will be made only in the currency listed on HID's invoice and to the address or account listed on the front of HID's invoice. **HID's pricing is based on the thirty (30) day payment terms. HID's acceptance of any deviation from these payment terms is at HID's sole discretion and may be conditioned on CUSTOMER'S acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to HID.**

Undisputed amounts which remain unpaid for thirty (30) days or more after the date on the invoice are overdue. In addition to any other available remedy, HID reserves the right to suspend shipment(s), terminate pending orders or its offer to make sales to CUSTOMER, and charge interest at a monthly interest rate of 1.5% (or the maximum permitted by applicable law, whichever is less) on those undisputed amounts remaining overdue.

CUSTOMER hereby grants and HID reserves a lien on each Product purchased by CUSTOMER, and in any proceeds thereof, for the amount of its purchase price plus any interest which may be accrued thereon. Payment in full of the purchase price of the Product will release the lien on that Product. If CUSTOMER defaults under any obligation in this subsection 2, "Payment Terms," CUSTOMER agrees to make products available so that HID can repossess them without a breach of the peace. In the event HID incurs collection costs or institutes suit to collect any amount owed by CUSTOMER under this Agreement, CUSTOMER agrees to pay HID's collection costs (including, without limitation, its attorneys' fees and court costs). HID's prices are subject to change without notice.

### 5. Order Acceptance and Shipment (Product Availability)

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Upon acceptance of an order by HID and the satisfaction of all HID prerequisites prior to delivery, HID shall ship Product to CUSTOMER, by full or partial shipment, in tangible form or via electronic delivery (if available), the Product and any associated product documentation, in accordance with HID's order confirmation. All Product and documentation delivered in a tangible form shall be shipped FCA HID's Site (INCOTERMS 2010); and shall be deemed shipped upon being made available to CUSTOMER'S carrier at HID's site. Title and risk of loss or damage to hardware product, documentation media, and software media shall pass from HID to CUSTOMER upon presentation to CUSTOMER'S carrier at HID's site. Notwithstanding INCOTERMS 2010, all fees associated with customs formalities, including import and export, are CUSTOMER'S sole responsibility. In the event that CUSTOMER desires, HID will arrange transport and add Freight and Handling charges to the CUSTOMER'S invoice. **All documentation and software is licensed (not sold) under the terms accompanying the documentation or software.**

## HID Global General Sales Policy

HID will assign estimated shipment dates on orders based on the availability of Product and HID's acceptance of CUSTOMER'S order. HID will make commercially reasonable efforts to meet its assigned shipment dates. However, HID will not be liable for its failure to meet such dates. If CUSTOMER requests or otherwise causes HID to store Products beyond the assigned shipment date, CUSTOMER will be invoiced for the total price of the stored Products and the costs of the storage and insurance on such Products.

### **8. Limitations of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (IN PARTICULAR, THE CONTROL OF EXEMPTION CLAUSES ORDINANCE (CAP 71, LAWS OF HONG KONG)), THE TOTAL LIABILITY OF HID AND ITS SUPPLIERS FOR ALL DIRECT DAMAGES RELATING TO OR ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM HID'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICE PROVIDED IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT HID RECEIVED FROM CUSTOMER FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. HID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR ANY SYSTEMS IN WHICH AN HID PRODUCT IS INCORPORATED.**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, (IN PARTICULAR, THE CONTROL OF EXEMPTION CLAUSES ORDINANCE (CAP 71, LAWS OF HONG KONG)), IN NO EVENT SHALL HID BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy specified herein.**

**NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY:**

- **FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTIES' NEGLIGENCE;**
- **FOR A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER;**
- **FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THAT PARTY TO LIMIT OR RESTRICT ITS LIABILITY UNDER ANY APPLICABLE LAW; OR**
- **FOR FRAUD OR FRAUDULENT MISREPRESENTATION.**

### **12. Miscellaneous**

**A. Compliance with Law.** Each Party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in in connection with the receipt, sale, use and/or operation of Products and/or Services purchased from HID. Regardless of any disclosure made by CUSTOMER to HID of the ultimate destination of the Product, CUSTOMER agrees not to export either directly or indirectly any Product or system incorporating such Product without complying with the relevant government export regulations as applicable. Products are certified with for use in many countries with the appropriate country certification agencies, but HID cannot certify all Products for use in all countries. Therefore, it is the responsibility of CUSTOMER to determine if Products purchased by CUSTOMER can be imported and used in every country into which CUSTOMER seeks to import the Products purchased by CUSTOMER.

**C. Governing Law, Venue and Attorney Fees.** This Agreement shall be construed and interpreted exclusively in accordance with the laws of Hong Kong. Any action, suit or proceeding relating to this Agreement shall be exclusively brought in the applicable court of Hong Kong. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

# HID Global General Sales Policy

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## PART II. Reseller Terms

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### 3. CUSTOMER'S Marketing Obligations

In marketing HID Products and Services and performing its obligations under this Agreement, CUSTOMER shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HID or to any HID Products or Services; (b) not make any representations, warranties or guarantees concerning the HID Products or Services that are inconsistent with or in addition to those made in this Agreement or in documentation or written marketing materials provided to CUSTOMER by HID; and (c) comply with all applicable country, state, and local laws and regulations in performing its obligations under this Agreement. CUSTOMER shall be solely liable for any warranties or representations that CUSTOMER makes regarding the Products and/or Services beyond those warranties expressly offered to CUSTOMER by HID or otherwise contained in HID's generally available marketing materials, unless expressly agreed to in writing by an authorized representative of HID.

**HID Global Corporation  
General Sales Policy Rider:  
Sales of Product and Services by  
HID Global GmbH or HID Global Switzerland S.A. or  
HID Global Rastede GmbH**

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Together with the main text of the "HID Global Corporation General Sales Policy" the following provisions shall apply to all sales of products and services made by HID Global GmbH or HID Global Switzerland, S.A. or HID Global Rastede GmbH. The provisions provided herein shall replace, in their entirety, the respective provisions contained in the main text of the "HID Global Corporation General Sales Policy," as set forth below (for purposes of clarity, no provision of the General Sales Policy main text is deemed removed unless expressly replaced by corresponding provisions herein or described as deleted in this Rider):

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**PART I. General Terms**

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**1. Credit Limit; Payment Terms**

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**B. Payment Terms:**

CUSTOMER shall pay all undisputed portions of HID's invoices within thirty (30) days from the date on the invoice. All fees are non-refundable, and CUSTOMER has no right to set-off any amount invoiced to CUSTOMER, except if a set-off shall be based on a undisputed claim or a claim decided finally by a court. Any notice of error in an HID invoice must be sent to HID at the HID address shown on the relevant invoice within six (6) weeks of the date of receipt of the invoice, after which period the HID invoice shall be deemed undisputed. HID shall advise CUSTOMER about such effects in the invoice.

Payments will be made only in the currency listed on HID's invoice and to the address or account listed on the front of HID's invoice. **HID's pricing is based on the thirty (30) day payment terms. HID's acceptance of any deviation from these payment terms is at HID's sole discretion and may be conditioned on CUSTOMER'S acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to HID.**

Undisputed amounts which remain unpaid for thirty (30) days or more after the date on the invoice are overdue. In addition to any other available remedy, HID reserves the right to suspend shipment(s), terminate orders or its offer to make sales to CUSTOMER, and charge a monthly interest rate in accordance with Section 288 of the German Civil Code on those undisputed amounts remaining overdue.

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**4. Order Changes and Cancellation; Non-Warranty Standard Product Returns**

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**B. Custom Products:**

"**Custom Products**" are defined as any Product that is modified or customized for CUSTOMER by HID prior to delivery to CUSTOMER. For clarity, the following products, unless otherwise specified in writing by HID Global, are considered Custom Products:

- all pre-programmed cards, tags, keys, transponders, tokens, authentication devices,
- cards, tags, keys, transponders, token, readers, controllers, appliances, thermal transfer film, holographic film, holographic overlaminates, and any hardware devices with custom artwork, custom marking, custom packaging, custom programming, custom configuration and/or custom printing, and
- any Product that has undergone custom-engineering, modification or configuration.

By way of example, custom-engineering, modification or configuration may include, but is not limited to, custom firmware, software, size, packaging, configuration, Product housings that are not HID's published standard color, form, fit or function, or non-standard item quantities, as well as changes made to Product by CUSTOMER, including changes to housing, programming and operation. **Customized products shipments are subject to a 10% variation from ordered quantity. HID will invoice the customer for the actual number of shipped products.**

# HID Global General Sales Policy

## 8. Limitations of Liability

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HID OR ITS SUPPLIERS SHALL ONLY BE LIABLE FOR THE VIOLATION OF AN OBLIGATION, THE PARTICULAR FULFILLMENT OF WHICH IS OF PARTICULAR SIGNIFICANCE FOR THE ACHIEVEMENT OF THE CONTRACTUAL PURPOSE (CARDINAL OBLIGATION). IN SUCH CASE HID'S OR ITS SUPPLIERS' LIABILITY SHALL BE LIMITED TO THE REASONABLE FORESEEABLE DAMAGE WHICH CAN BE TYPICALLY EXPECTED TO ARISE WITHIN THE SCOPE OF THIS AGREEMENT.

IRRESPECTIVE OF THE ABOVE HID SHALL NOT BE LIABLE FOR SLIGHT OR SIMPLE NEGLIGENCE OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES.

NOTHING IN THIS CLAUSE SHALL LIMIT HID'S OR ITS SUPPLIERS' LIABILITY FOR DAMAGES UNDER THE INDEMNITY IN SECTION 11 OR DAMAGES WHICH, FOR WHATEVER LEGAL REASON, WERE CAUSED WITH GROSS NEGLIGENCE OR WILLFUL INTENT, FOR DAMAGES TO LIFE, BODY AND HEALTH AND FROM THE ACCEPTANCE OF A GUARANTEE OR OF A PRODUCT LIABILITY RISK OR WHICH OTHERWISE MAY NOT BE EXCLUDED BY MANDATORY STATUTORY LAWS.

## 10. Services

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If CUSTOMER is purchasing any services from HID (the "**Services**"), the following terms shall apply to those Services unless CUSTOMER and HID have signed a written agreement to the contrary HID warrants that all Services will be performed in a professional manner consistent with generally accepted industry standards. If there is a breach of the foregoing warranty, CUSTOMER'S sole and exclusive remedy, and HID's sole and exclusive liability, will be to re-perform the Services at no additional charge to CUSTOMER. CUSTOMER'S rights provided by statutory laws shall remain unaffected thereof. For the avoidance of doubt, the limitation and exclusions of liability in Section 8 above shall also apply to any Services. Absent a written agreement between CUSTOMER and HID that provides otherwise, HID shall own all right, title and interest in and to any inventions, technology, developments or other innovations that result from the Services, HID shall own all right, title and interest in and to such Work Product. All Services and deliverables shall be deemed accepted upon delivery or completion of the Services or deliverables, as applicable.

## 12. Miscellaneous

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**C. Governing Law, Venue .** This Agreement shall be construed and interpreted exclusively in accordance with the laws of Federal Republic of Germany. Any action, suit or proceeding relating to this Agreement shall be exclusively brought in the courts of Frankfurt am Main, Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**E. Force Majeure.** Neither Party shall be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to act of God, acts or omissions of the other Party, man-made or natural disasters, material shortages, strikes (other than strikes of the parties' personnel), delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

**F. Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy or is otherwise held to be invalid or unenforceable in whole or in part the remaining provisions shall remain in full force and effect. In case of voidness or ineffectiveness of a provision, the Parties shall agree on a legally admissible provision that comes as close as possible to the economic purpose of the legally ineffective provision. The same shall apply to any unintended gap in this Agreement.

**J. Disposal of electrical and electronic equipment ("EEE").** The return of waste electrical and electronic equipment ("WEEE") for disposal, which falls under the scope of the German Electrical and Electronic Equipment Act (Gesetz über das Inverkehrbringen, die Ruecknahme und die umweltvertraegliche Entsorgung von Elektro- und Elektronikgeraeten - ElektroG) or related provisions, shall take place solely at a so called

## **HID Global General Sales Policy**

“Entsorgungsstelle” (“**Place of Disposal**”) named by HID, unless CUSTOMER or CUSTOMER’S customers dispose the WEEE themselves. CUSTOMER shall deliver the WEEE on CUSTOMER’S own expenses.

CUSTOMER shall bind by contract CUSTOMER’S commercial customers, to whom CUSTOMER pass on EEE delivered by HID, to the benefit of HID GLOBAL to dispose this WEEE after end of use solely at a Place of Disposal named by HID, unless CUSTOMER or CUSTOMER’S commercial customers dispose the WEEE themselves. If CUSTOMER fails to do so, CUSTOMER shall indemnify HID from any and all costs arising from the transport of WEEE in order to dispose them including shipping, handling and packaging costs. HID GLOBAL’s right of indemnification does not prescribe until the end of a two year period after the end of use of the EEE. The two year period of suspension of the expiration of prescription does not begin until written notification of HID by CUSTOMER about the end of use of the EEE. This Paragraph J applies to all new EEE put on the market in Germany by an HID entity after 13 August 2005.

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## **PART II. Reseller Terms**

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### **3. CUSTOMER’S Marketing Obligations**

In marketing HID Products and Services and performing its obligations under this Agreement, CUSTOMER shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HID or to any HID Products or Services; (b) not make any representations, warranties or guarantees concerning the HID Products or Services that are inconsistent with or in addition to those made in this Agreement or in documentation or written marketing materials provided to CUSTOMER by HID; and (c) comply with all applicable country, state, and local laws and regulations in performing its obligations under this Agreement. CUSTOMER shall be solely liable for any warranties or representations that CUSTOMER makes regarding the Products and/or Services beyond those warranties expressly offered to CUSTOMER by HID or otherwise contained in HID’s generally available marketing materials, unless expressly agreed to in writing by an authorized representative of HID.

**HID Global Corporation  
General Sales Policy Rider:  
Sales of Product and Services by  
HID GLOBAL SAS**

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Together with the provisions of the "HID Global Corporation General Sales Policy" the following provisions shall also apply to all sales of products and services made by HID GLOBAL SAS (hereinafter referred to as "HID"). The provisions provided herein shall replace, in their entirety, the respective provisions contained in the "HID Global Corporation General Sales Policy", as set forth below (for purposes of clarity, no provision of the "HID Global Corporation General Sales Policy" is deemed removed unless expressly replaced by corresponding provisions herein or described as deleted in this Rider):

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**PART I. General Terms**

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**1. Credit Limit; Payment Terms**

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**B. Payment Terms:**

CUSTOMER shall pay the undisputed portions of HID's invoices within thirty (30) days from the date on the invoice. All fees paid are non-refundable, and CUSTOMER has no right to set-off any amount invoiced to CUSTOMER. Any notice of error in an HID invoice must be received by HID in writing at the HID address shown on the relevant invoice within ten (10) business days of the date on the invoice, after which period the HID invoice shall be deemed undisputed.

Payments will be made only in the currency listed on HID's invoice and to the address or account listed on the front of HID's invoice. **HID's pricing is based on the thirty (30) day payment terms. HID's acceptance of any deviation from these payment terms is at HID's sole discretion and may be conditioned on CUSTOMER'S acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to HID.**

Any delay in payment shall automatically result in the application of late-payment interest being charged, without prior notice being required, equal to a monthly interest rate of 1.5% (or the maximum permitted by applicable law, whichever is less). In the event of late-payment, CUSTOMER will automatically be charged a fixed forty (40) euros fee for debt recovery costs, without prior notice. HID reserves the right to charge an additional fee for any debt recovery costs incurred in excess of forty (40) euros, upon production of appropriate receipts.

In addition to any other available remedy, HID reserves the right to suspend shipment(s) and/or terminate pending orders or any offer to make sales to CUSTOMER.

**5. Order Acceptance and Shipment (Product Availability)**

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HID is under no obligation with respect to CUSTOMER'S order until HID confirms its acceptance of the order to CUSTOMER. Upon acceptance of an order by HID and the satisfaction of all HID prerequisites prior to delivery, HID shall ship the Product and any associated Product documentation to CUSTOMER, by full or partial shipment, in tangible form or via electronic delivery (if available), in accordance with HID's order confirmation. All Product and documentation delivered in a tangible form shall be shipped FCA HID's site (INCOTERMS 2010), and shall be deemed shipped upon being made available to CUSTOMER'S carrier at HID's site. Title and risk of loss or damage to hardware product, documentation media, and software media shall pass from HID to CUSTOMER upon presentation to CUSTOMER'S carrier at HID's site. Notwithstanding the FCA (INCOTERMS 2010), all fees associated with customs formalities, including, import and export, are CUSTOMER'S sole responsibility. In the event that CUSTOMER desires, HID will arrange transport and add Freight and Handling charges to the CUSTOMER'S invoice. **All documentation and software is licensed (not sold) under the terms accompanying the documentation or software.**

HID will assign estimated shipment dates on orders based on the availability of Product and HID's acceptance of CUSTOMER'S order. HID will make commercially reasonable efforts to meet its assigned shipment dates.

## HID Global General Sales Policy

The parties acknowledge and agree that any shipment dates given by HID are estimates only and that HID will not be liable for its failure to meet such estimated shipment dates. If CUSTOMER requests or otherwise causes HID to store Products beyond the assigned shipment date, CUSTOMER will be invoiced for the total price of the stored Products and the costs of the storage and insurance on such Products. HID shall have no liability to CUSTOMER for delayed or cancelled shipments due to HID's compliance with applicable trade or export regulations or sanctions.

### 8. Limitations of Liability

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF HID AND ITS SUPPLIERS FOR ALL DIRECT DAMAGES RELATING TO OR ARISING FROM THIS AGREEMENT, IN THE AGGREGATE, WHETHER ARISING FROM HID'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, OR ANY SERVICE PROVIDED IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT HID RECEIVED FROM CUSTOMER FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. HID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR SERVICE OR ANY SYSTEMS IN WHICH A PRODUCT IS INCORPORATED.

THE ABOVE LIMITATIONS OF HID'S LIABILITY SHALL NOT APPLY IN THE EVENT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF HID OR TO HID'S INDEMNITY OBLIGATIONS UNDER SECTION 11.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HID BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF HID HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SPECIFIED HEREIN.

### 12 Miscellaneous

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**C. GOVERNING LAW, VENUE.** THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF FRANCE. ANY ACTION, SUIT OR PROCEEDING (INCLUDING NON-CONTRACTUAL ACTIONS OR PROCEEDINGS) RELATING TO THIS AGREEMENT SHALL BE SETTLED BY THE COMMERCIAL COURT OF NANTERRE, AND CUSTOMER HEREBY CONSENTS TO SUCH JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

### J. Discounts; Rebates

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CUSTOMER belonging to the "HID advantage partner program" is entitled to discounts and rebates, based on the quantities purchased from or delivered by HID in a single installment and at a single location, or based on the frequency of the CUSTOMER's orders.

CUSTOMER belonging to the "HID advantage partner program" is entitled to discounts and rebates in consideration of the provision by the CUSTOMER, on behalf of HID, of services which are inseparable from the sale and purchase of the HID products, in accordance with the terms agreed between the parties through business negotiations, based on the nature and volume of these services.

No cash or early payment discount will be granted.

## PART II. Reseller Terms

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### 3. CUSTOMER'S Marketing Obligations

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In marketing HID Products and Services and performing its obligations under this Agreement, CUSTOMER shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HID or to any HID Products or Services; (b) not make any representations, warranties or guarantees concerning the HID Products or Services that are inconsistent with or in addition to those made in this

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## **HID Global General Sales Policy**

Agreement or in documentation or written marketing materials provided to CUSTOMER by HID; and (c) comply with all applicable country, state, and local laws and regulations in performing its obligations under this Agreement. CUSTOMER shall be solely liable for any warranties or representations that CUSTOMER makes regarding the Products and/or Services beyond those warranties expressly offered to CUSTOMER by HID or otherwise contained in HID's generally available marketing materials, unless expressly agreed to in writing by an authorized representative of HID.

# HID Global Corporation General Sales Policy Rider: Sales of Product and Services by HID Global Ireland Teoranta

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Together with the main text of the "HID Global Corporation General Sales Policy" the following provisions shall apply to all sales of products and services made by HID Global Ireland Teoranta (hereinafter referred to as "HID"). The provisions provided herein shall replace, in their entirety, the respective provisions contained in the main text of the "HID Global Corporation General Sales Policy," as set forth below (for purposes of clarity, no provision of the General Sales Policy main text is deemed removed unless expressly replaced by corresponding provisions herein or described as deleted in this Rider):

## **PART I. General Terms**

### **1. Credit Limit; Payment Terms**

#### **B. Payment Terms:**

CUSTOMER shall pay the undisputed portions of HID's invoices within thirty (30) days from the date on the invoice. All fees paid are non-refundable, and CUSTOMER has no right to set-off any amount invoiced to CUSTOMER. Any notice of error in an HID invoice must be received by HID in writing at the HID address shown on the relevant invoice within ten (10) business days of the date on the invoice, after which period the HID invoice shall be deemed undisputed.

Payments will be made only in the currency listed on HID's invoice and to the address or account listed on the front of HID's invoice. HID's pricing is based on the 30 day payment terms. HID's acceptance of any deviation from these payment terms is at HID's sole discretion and may be conditioned on CUSTOMER's acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to HID.

Undisputed amounts which remain unpaid for thirty (30) days or more after the date on the invoice are overdue. In addition to any other available remedy, HID reserves the right to suspend shipment(s), terminate pending orders or its offer to make sales to CUSTOMER, and charge interest at a monthly rate of 1.5% (or the maximum permitted by applicable law, whichever is less) on those undisputed amounts remaining overdue.

### **5. Order Acceptance and Shipment (Product Availability)**

HID is under no obligation with respect to CUSTOMER's order until HID confirms its acceptance of the order to CUSTOMER. Upon acceptance of an order by HID and the satisfaction of all HID prerequisites prior to delivery, HID shall ship the Product and any associated Product documentation to CUSTOMER, by full or partial shipment, in tangible form or via electronic delivery (if available), in accordance with HID's order confirmation. All Product and documentation delivered in a tangible form shall be shipped FCA (INCOTERMS 2010) HID's site; and shall be deemed shipped upon being made available to CUSTOMER's carrier at HID's site. Title and risk of loss or damage to hardware product, documentation media, and software media shall pass from HID to CUSTOMER upon presentation of the hardware product, documentation media or software media to CUSTOMER's carrier at HID's site. Notwithstanding the FCA (Incoterms 2010), all fees associated with customs formalities, including import and export are CUSTOMER's sole responsibility. All documentation and software is licensed (not sold) under the terms accompanying the documentation or software.

HID will assign estimated shipment dates on orders based on the availability of Product and HID's acceptance of CUSTOMER's order. HID will make commercially reasonable efforts to meet its estimated shipment dates, however time is not of the essence. HID will not be liable for its failure to meet such estimated dates. If CUSTOMER requests or otherwise causes HID to store Products beyond the assigned shipment date, CUSTOMER will be invoiced for the total price of the stored Products and the costs of the storage and insurance on such Products. HID shall have no liability to CUSTOMER for delayed or cancelled shipments due to HID's compliance with applicable trade or export regulations or sanctions.

# HID Global General Sales Policy

## 8. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF HID RELATING TO OR ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM HID'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICE PROVIDED IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT HID RECEIVED FROM THE CUSTOMER FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. HID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR ANY SYSTEMS IN WHICH AN HID PRODUCT IS INCORPORATED.

TO THE EXTENT PERMITTED BY APPLICABLE LAW HID SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, BREACH OF STATUTORY DUTY, STRICT LIABILITY, OR UNDER ANY INDEMNITY OR OTHERWISE FOR:

- LOSS OF BUSINESS,
- LOSS OF REVENUE,
- LOSS OF PROFITS,
- LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION,
- LOSS OF DATA OR LOSS OF USE OF DATA
- LOSS OF ANY OTHER ECONOMIC ADVANTAGE
- OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES

ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy specified herein.

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY:

- FOR A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER;
- FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE;
- FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THAT PARTY TO EXCLUDE OR LIMIT ITS LIABILITY AT APPLICABLE LAW; OR
- FOR FRAUD OR FRAUDULENT MISREPRESENTATION

## 12. Miscellaneous

A. Compliance with Law. Each Party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of items purchased from HID. Regardless of any disclosure made by CUSTOMER to HID of an ultimate destination of the Product, CUSTOMER agrees not to export either directly or indirectly any Product or system incorporating such Product without first obtaining a license to export or re-export from the relevant authority, as may be required and to comply with the relevant export regulations as applicable.

C. **Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of Ireland and each Party hereby irrevocably submits to the exclusive jurisdiction of the Irish Courts for all actions, suits or proceedings (including non-contractual actions or proceedings) relating to this Agreement or arising from the Products or Services. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. No other person who is not a party to this Agreement shall have any rights to enforce any terms of this Agreement.

I. **Conflicting Terms.** If any conflict shall arise between the terms appearing in the component documents of this Agreement and any Rider, Exhibit or Schedule attached hereto or duly authorized and incorporated by reference, the terms appearing in the Rider, Exhibit or Schedule shall prevail.

## PART II. Reseller Terms

### 2. CUSTOMER'S Restrictions and Covenants.

CUSTOMER represents, warrants, and agrees: (a) not to modify or create any derivative work of any Product or any portion thereof without HID's prior written consent; (b) not to decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from any software provided to CUSTOMER by HID or any firmware provided with HID hardware; (c) to take such security measures to protect HID's rights with respect to the HID Products, software, firmware and HID  
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## **HID Global General Sales Policy**

trademarks as CUSTOMER uses to protect its own products, software, firmware and trademarks, which measures shall at least be reasonable under the circumstances; and (d) to comply with all applicable export laws, restrictions, and regulations of any Irish or foreign agency or authority and not to export or re-export, or allow the export or re-export of any product, technology or information CUSTOMER obtains from HID pursuant to this Agreement in violation of such laws, restrictions or regulations.

### **3. CUSTOMER'S Marketing Obligations**

In marketing HID Products and Services and performing its obligations under this Agreement, CUSTOMER shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HID or to any HID Products or Services; (b) not make any representations, warranties or guarantees concerning the HID Products and Services that are inconsistent with or in addition to those made in this Agreement or in documentation or written marketing materials provided to CUSTOMER by HID; and (c) comply with all applicable laws and regulations in performing its obligations under this Agreement. CUSTOMER shall be solely liable for any warranties or representations that CUSTOMER makes regarding the Products and/or Services beyond those warranties expressly offered to CUSTOMER by HID or otherwise contained in HID's generally available marketing materials, unless expressly agreed to in writing by an authorized representative of HID.

# HID Global Corporation General Sales Policy Rider: Sales of Product and Services by HID Corporation Limited (UK)

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Together with the main text of the "HID Global Corporation General Sales Policy" the following provisions shall apply to all sales of products and services made by HID Corporation Limited (hereinafter referred to as "HID"). The provisions provided herein shall replace, in their entirety, the respective provisions contained in the main text of the "HID Global Corporation General Sales Policy," as set forth below (for purposes of clarity, no provision of the General Sales Policy main text is deemed removed unless expressly replaced by corresponding provisions herein or described as deleted in this Rider):

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## **PART I. General Terms**

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### **1. Credit Limit; Payment Terms**

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#### **B. Payment Terms:**

CUSTOMER shall pay the undisputed portions of HID's invoices within thirty (30) days from the date on the invoice. All fees paid are non-refundable, and CUSTOMER has no right to set-off any amount invoiced to CUSTOMER. Any notice of error in an HID invoice must be received by HID in writing at the HID address shown on the relevant invoice within ten (10) business days of the date on the invoice, after which period the HID invoice shall be deemed undisputed.

Payments will be made only in the currency listed on HID's invoice and to the address or account listed on the front of HID's invoice. **HID's pricing is based on the thirty (30) day payment terms. HID's acceptance of any deviation from these payment terms is at HID's sole discretion and may be conditioned on CUSTOMER'S acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to HID.**

Undisputed amounts which remain unpaid for thirty (30) days or more after the date on the invoice are overdue. In addition to any other available remedy, HID reserves the right to suspend shipment(s), terminate pending orders or its offer to make sales to CUSTOMER, and charge interest at a monthly interest rate of 1.5% (or the maximum permitted by applicable law, whichever is less) on those undisputed amounts remaining overdue.

#### **5. Order Acceptance and Shipment (Product Availability)**

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HID is under no obligation, with respect to CUSTOMER'S order, until HID confirms to CUSTOMER its acceptance of the order. Upon acceptance of an order by HID and the satisfaction of all HID prerequisites prior to delivery, HID shall ship the Product to CUSTOMER, by full or partial shipment, in tangible form or via electronic delivery (if available), the Product and any associated Product documentation, in accordance with HID's order confirmation. All Product and documentation delivered in a tangible form shall be shipped FCA HID's site (INCOTERMS 2010); and shall be deemed shipped upon being made available to CUSTOMER'S carrier at HID's site. Title and risk of loss or damage to hardware product, documentation media, and software media shall pass from HID to CUSTOMER upon presentation to CUSTOMER'S carrier at HID's site. Notwithstanding the FCA (INCOTERMS 2010), all fees associated with customs formalities, including import and export, are CUSTOMER'S sole responsibility. In the event CUSTOMER desires, HID will arrange transport and add Freight and Handling charges to the CUSTOMER'S invoice. **All documentation and software is licensed (not sold) under the terms accompanying the documentation or software.**

HID will assign estimated shipment dates on orders based on the availability of Product and HID's acceptance of CUSTOMER'S order. HID will make commercially reasonable efforts to meet its estimated shipment dates, however, time is not of the essence. The parties acknowledge and agree that any shipment dates given by HID are estimates only and that HID will not be liable for its failure to meet such estimated shipment dates. If CUSTOMER requests or otherwise causes HID to store Products beyond the assigned shipment date, CUSTOMER will be invoiced for the total price of the stored Products and the costs of the storage and

## HID Global General Sales Policy

insurance on such Products. **HID shall have no liability to CUSTOMER for delayed or cancelled shipments due to HID's compliance with applicable trade or export regulations or sanctions.**

### 8. Limitations of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF HID AND ITS SUPPLIERS FOR ALL DIRECT DAMAGES RELATING TO OR ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM HID'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICE PROVIDED IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT HID RECEIVED FROM CUSTOMER FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. HID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR ANY SYSTEMS IN WHICH AN HID PRODUCT IS INCORPORATED.**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW HID SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE FOR:**

- **LOSS OF BUSINESS;**
- **LOSS OF REVENUE;**
- **LOSS OF PROFITS;**
- **LOSS OF GOODWILL;**
- **LOSS OF USE OF DATA**
- **LOSS OF ANY OTHER ECONOMIC ADVANTAGE ; OR**
- **ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES**

**ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy specified herein.**

**NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY:**

- **FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTIES NEGLIGENCE;**
- **FOR A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER;**
- **FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THAT PARTY TO EXCLUDE OR LIMIT ITS LIABILITY AT APPLICABLE LAW; OR**
- **FOR FRAUD OR FRAUDULENT MISREPRESENTATION**

### 12. Miscellaneous

**C. Governing Law, Venue.** This Agreement shall be construed and interpreted in accordance with the laws of England and Wales. Any action, suit or proceeding (including non-contractual actions or proceedings) relating to this Agreement shall be brought in the appropriate court located in England, and CUSTOMER hereby consents to such jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. **No other person who is not a party to this Agreement shall have any rights, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise, to enforce any terms of this Agreement.**

**I. Conflicting Terms.** If any conflict shall arise between the terms appearing in the component documents of this Agreement and any Rider, Exhibit or Schedule attached hereto or duly authorized and incorporated by reference, the terms appearing in the Rider, Exhibit or Schedule shall prevail.

## PART II. Reseller Terms

### 2. CUSTOMER'S Restrictions and Covenants.

CUSTOMER represents, warrants, and agrees: (a) not to modify or create any derivative work of any Product or any portion thereof without HID's prior written consent; (b) not to decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from any

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software provided to CUSTOMER by HID or any firmware provided with HID hardware; (c) to take such security measures to protect HID's rights with respect to the HID Products, software, firmware and trademarks as CUSTOMER uses to protect its own products, software, firmware and trademarks, which measures shall at least be reasonable under the circumstances; and (d) to comply with all applicable export laws, restrictions, and regulations of any United Kingdom or foreign agency or authority and not to export or re-export, or allow the export or re-export of any product, technology or information it obtains from HID pursuant to this Agreement in violation of such laws, restrictions or regulations.

### **3. CUSTOMER'S Marketing Obligations**

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In marketing HID Products and Services and performing its obligations under this Agreement, CUSTOMER shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to HID or to any HID Products or Services; (b) not make any representations, warranties or guarantees concerning the HID Products and Services that are inconsistent with or in addition to those made in this Agreement or in documentation or written marketing materials provided to CUSTOMER by HID; and (c) comply with all applicable country, state and local laws and regulations in performing its obligations under this Agreement. CUSTOMER shall be solely liable for any warranties or representations that CUSTOMER makes regarding the Products and/or Services beyond those warranties expressly offered to CUSTOMER by HID or otherwise contained in HID's generally available marketing materials, unless expressly agreed to in writing by an authorized representative of HID.